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The Solicitors' Journal.

LONDON, MARCH 6, 1875.

CURRENT TOPICS.

IS THERE NOT SOME GROUND FOR COMPLAINT in the almost reckless way in which important alterations are introduced into the Land Transfer Bill only to be suddenly abandoned? In committee on Tuesday, the clause (21) allowing the removal of land from the register was thrown overboard. We presume that the motive which led to the insertion of this clause was a desire to attract landowners and landbuyers by showing them that in bringing their land upon the register they were not committing themselves to an irrevocable step. But in consequence of the alterations made by the present bill in the clauses relating to devolution on death, many of the apprehensions of recurring expense and inconvenience, which might otherwise have operated to deter them, have been removed. The clause which has been struck out would probably have been taken advantage of by landowners who were about to mortgage their estates and who objected to the publicity of the register of charges; but we can hardly think that this is an object which ought to be aimed at by the promoters of a scheme which aims at ultimately embracing all the land in the kingdom, and whatever may be our opinion on the insertion of the clause, we do not much regret that it has been struck out.

A more serious matter is the uncertainty which has been allowed to prevail with reference to the omission of the compulsion clause. In introducing the Bill, the Lord Chancellor stated with great force the reasons which had led him to the conclusion that the measure ought not to be made compulsory. He based his decision, partly on the small scope of the compulsion proposed, and on the difficulty of competing, by any system which involved the slightest investigation of title, with the low cost at which small transactions are now carried out; but he chiefly relied upon the utter impossibility of guarding against evasion when you seek to compel people to be prudent against their will. Lord Selborne, on the second reading, stated at great length the grounds on which he would retain the compulsion clause; but he failed to grapple with, or indeed to notice, the principal part of the Chancellor's argument, and he announced that *he did not intend to move any amendment* in opposition to the proposal to omit the clause. Instead, however, of taking this speech, as it was obviously intended, as a mere justification of the insertion of the compulsion clause in Lord Selborne's Bill of 1873, the Lord Chancellor suggested that his predecessor should raise the question in committee, in order that the opinion of the House might be taken on the point. And it now appears that this suggestion is to be adopted, and that on the report on Monday week the matter is to be re-opened, upon an amendment to be moved by Lord Selborne. Surely this is going altogether beyond the limits of the courteous regard which a Chancellor may be expected to pay to the views of an eminent predecessor. Lord Cairns states that it was out of deference to the course previously pursued by Lord Selborne that he embodied the compulsion clause in last year's Bill, but "the more he considers the subject the more he is convinced that in its voluntary character a measure of this kind would have the greatest chance of success." Now Lord Cairns is in possession of infinitely more information on the question than was ever laid before his predecessor; he is quite as familiar with the subject; why then should he hesitate to act on his own responsibility? We need hardly point out that the present is a juncture in which no efforts should be spared to bring before the Lords, by petition and otherwise, the reasons which exist in favour of the Chancellor's view.

THE CONTROVERSY which has for some time occupied the attention of the courts on the construction of the County Courts Admiralty Act, 1868, and the Amendment Act of 1869, has lately received a fresh, and almost decisive, contribution in a case decided in the Court of Exchequer at the close of last term. It will be remembered that the latter Act, in extending the jurisdiction of county courts acting as admiralty courts, included in the matters subjected to their jurisdiction various matters which, if the mere words enumerating them were looked at, apart from the context of the statute, undoubtedly embraced several subjects not within the scope of admiralty jurisdiction proper. Amongst other absurd consequences which would follow from this construction there was this, that, by means of the transfer section of the Act of 1868 (section 7), the High Court of Admiralty would acquire, not only by way of appeal, but by mere transfer of the cause, jurisdiction in matters which it had no original power to entertain. For this and other reasons it was decided in *Simpson* v. *Blues* (20 W. R. 580, L. R. 7 C. P. 290) that the Act must be restrained in construction to causes which were true admiralty causes, and the court by prohibition restrained a county court from proceeding in a cause which could not have been originated in the Admiralty Court. The same view was also taken by the Court of Queen's Bench in *Smith* v. *Brown* (19 W. R. 1165, L. R. 6 Q. B. 729), though the precise point did not arise for decision. In *Cargo ex Argos*, however (21 W. R. 707, L. R. 5 P. C. 134), the Privy Council, whilst admitting the inconveniences and absurdities pointed out by the common law courts, held that the statute was not to be so restricted, and entertained a cause originated in a county court in which jurisdiction could only be claimed by giving an unqualified meaning to the words of section 2 of the Act of 1869.

The same question has now arisen in another shape in *Gunnestad* v. *Price* in the Exchequer. The 9th section of the Act of 1868 (which is to be read as one with the Act of 1869), not only deprives of his own costs the plaintiff suing in a superior court for a claim which he might have made in a county court having admiralty jurisdiction, but imposes on him the further penalty of paying the costs of his unsuccessful opponent. Under this section, in an action for demurrage brought in the Court of Exchequer, in which a sum was recovered within the pecuniary limit of county court admiralty jurisdiction, the defendant sought to set aside an order for taxation obtained by the plaintiff; but the court, after taking time to consider, adhered to the opinion of the Common Pleas in *Simpson* v. *Blues*, and held that the claim was not within the Act.

We have, then, the deliberate judgment of two of the three courts in Westminster Hall against the view taken by the Privy Council in *Cargo ex Argos*, and the opinion of the third court expressed in the same sense. Under these circumstances, any defendant who is sued under the like circumstances in the county court will have no hesitation in applying for, and will without difficulty obtain, a prohibition, and this ought to end the controversy on the subject. Indeed, the Privy Council, in *Cargo ex Argos*, intimated that they would defer to uniform decisions of the courts of common law. To which it may be added that, as Bramwell, B., observed, so far as concerns

the question of costs, a certificate is always certain to be granted to a plaintiff suing in the common law court, for after two decisions that he has a right to sue there, and that he cannot sue in the county court, it would be, as the learned judge said, an absurdity and a scandal to say that the cause was not one proper to be tried in the superior courts of common law.

We have on an earlier occasion adverted to the mischief caused by the improvident and hasty legislation of which this Act is a specimen (17 S. J. 182), and we must now add the observation that nothing can be more flagrantly unjust than a provision that a person who by the event is proved to have opposed a just legal claim should not only be freed from the ordinary obligation of paying his opponent's costs, but should also be enabled to conduct his unjust defence at his opponent's expense.

THE DECISION OF THE PRIVY COUNCIL in the Exeter Reredos Case will give general satisfaction. A contrary conclusion must have involved many hundreds of parishes in iconoclastic controversies, and numerous churches must have been disfigured by the removal of images which never since the Reformation had been, nor were ever likely to be, abused by superstition. Indeed, the removal of "graven images" would not alone have been sufficient, for the terms of the Act of Edw. 6, on which Chancellor Philpotts relied, appear to be wide enough to include painted windows, so that a general crusade against ornaments of almost any sort might have been anticipated.

But although the judgment of the Privy Council is both wise and politic, there is much to be said in favour of the construction placed upon the Act of Edw. 6 by that learned and able lawyer Sir Henry Keating. In terms it does unquestionably embrace all images whatsoever, with the exception of those on tombs or royal monuments; and it is only when read in the light of contemporary history that it becomes possible to hold that its language must be limited to images tending to superstition and falsehood. We are disposed to think that Sir Henry Keating took a right course in construing the statute strictly, and thus leaving to the Supreme Court of Appeal the responsibility of placing upon the words used a convenient, but a somewhat strained, interpretation.

Although the dean and chapter have succeeded in retaining the reredos, the result of the case cannot be such as to cause them unmixed satisfaction, for they signally failed to establish their claim to independence of the bishop's jurisdiction. The case decides that they are subject to his visitorial power, and that he could direct the removal of an illegal ornament. The judgment upon this point will not, however, possess much general importance, for it turns, to a great extent, upon the statutes which govern Exeter Cathedral. Apart from these, and the other purely local evidence of usage, it could not be contended that the bishop had no visitorial power, for by the general ecclesiastical law, and in the absence of special circumstances, all deans and chapters are, beyond all doubt, subject to the bishop's jurisdiction as ordinary.

IN THE SECOND SPECIAL CASE arising out of the late Boston election (*Malcolm* v. *Ingram*, reported in last week's issue of the *Weekly Reporter*, p. 322), the Court of Common Pleas gave judgment seating the respondent, Mr. Ingram, without calling on his counsel. The court held that a candidate employing a man as his agent at an election is not responsible for acts which he had done prior to the time of his employment, of which such candidate was absolutely ignorant, though those acts were done with a view of advancing the interests of another candidate with whom the candidate in question afterwards coalesced. Of course if agency at an election were a question of authority, as all other agency is, this proposition would admit of no doubt. There could be no implied authority, any more than there could be express authority, for the doing of acts prior to the commencement of the employment. There could not be any ratification without knowledge of the acts, and, further, acts not expressly done on behalf of the supposed principal could not be ratified. But it is clearly established that agency at an election depends upon different principles from agency in other cases. If a candidate avails himself of the services of another, he is responsible for the acts of that other, and the only question is for what acts he is responsible. In the recent case it was contended that it must be the acts done at that election with the supposed object of promoting the election of the candidate, and it was urged that the question whether Mr. Ingram was responsible for the bribery by Mr. Parry's agent should be decided, not simply by the test of whether or not it was prior in date to the time when the briber was proved to have been appointed Mr. Ingram's agent, but by the test of whether or not the bribery was committed for the supposed benefit of both Liberal candidates or of one only. Some foundation for this position was supposed to exist in the language of Blackburn, J., in the *North Norfolk case* (1 O'M. & H. 240, adopted by Keating, J., in the *Norwich case*, 2 O'M. & H. 39), where he says, "They have chosen to coalesce . . . consequently if any corrupt act is shown to be done by an agent appointed by one candidate it will affect both." But the court pointed out that in both the above cases the coalition occurred *before* the corrupt act was done, and they held that to extend the doctrine of agency in the manner suggested would be to carry it to "an unheard-of length." The decision seems to accord with common sense; but, considering the difficulty of proving the complicity or knowledge of the candidate who reaps the benefit of bribing done before the agency commenced, the doctrine thus established may possibly be applied hereafter in cases of a very different character.

A FORTNIGHT AGO, in noticing the intended repeal of the 7th section of the Vendor and Purchaser Act, 1874, we expressed an opinion that the repeal ought to be made *ab initio*, at the same time pointing out that the repeal ought to be carefully framed so as not to interfere with any transactions completed on the footing of the law as it now stands. Last week a contemporary, whose opinion on the section has undergone some violent changes, referred to our remarks, only, however, to oppose, in rather strong language, our proposition for an *ab initio* repeal. To judge from the comments we have referred to, one would think it was the commonest thing in the world for conveyancers at the present moment to draw instruments without any regard to the legal estate. This we need hardly say is not the case. The legal estate has of course been as strenuously hunted down since the 7th of August in last year as it ever was before. If indeed there have been cases where persons have advanced their money on second mortgage, and neglected to give notice to the first mortgagee in consequence, and solely in consequence, of their belief that tacking was no longer in force, and never would be again, it would be rather hard on them to find their security squeezed out after the section had been repealed. But it may be suggested whether even under the repeal as it is now proposed such a security might not be squeezed out; for a man tacks when he asserts the right to tack. It seems to us that very few *bonâ fide* transactions for value would actually be affected by a repeal *ab initio* that would not be affected by the repeal as it now stands in the Land Transfer Bill: whereas, if the repeal is thought to keep all equities created since the 7th of August safe as against the legal estate, there will for many years to come be a general feeling of insecurity in dealing with real property

owing to the possibility that there is an outstanding equity against which no vigilance can protect the purchaser.

The House of Lords overruled on Tuesday the decision of the Master of the Rolls in *Meux* v. *Allen* (22 W. R. 609, note), and thereby affirmed the principle of *Ex parte Barclay* (*Ib.* 608, L. R. 9 Ch. 576), and admitted the existence of the "thin but substantial distinction" which the Lords Justices drew between that case and *Ex parte Daglish* (21 W. R. 893, L. R. 8 Ch. 1072). Until the Legislature has interfered, the law must now be taken to be settled that the test whether a mortgage including tenant's fixtures needs registration under the Bills of Sale Act, is whether power is given to the mortgagee to sever the fixtures from the premises and to sell them separately.

BANKRUPTCY LEGISLATION.

A pamphlet on this subject, just published by Mr. Wreford, of the office of the Comptroller in Bankruptcy,* contains suggestions deserving careful attention, in view of contemplated alterations in the bankruptcy law. We propose to notice some of these suggestions, and, at the same time to offer a few of our own.

Mr. Wreford confines himself to a consideration of the question of the practical administration of bankrupts' estates, and on this he brings to bear an experience gained by many years' practical acquaintance with the operation, both of the Act of 1869 and of the Acts of 1849 and 1861. We fancy we trace throughout his remarks a natural inclination to look on the Bankruptcy Court with a rather favourable eye. Upon such matters as the regret he seems to express that the enormous powers conferred on that court by section 72 of the Act are not more generally taken advantage of, we think he will find few practitioners to agree with him. And with regard to the law costs often incurred in relation to proceedings in bankruptcy, Mr. Wreford's frequent animadversions seem rather to lose sight of the fact that these are due in great measure to the incompetence, ignorance, or idleness of the trustee, who finds it a great deal easier to have everything done for him by a solicitor than to do his own work. Mr. Wreford may be well assured that the occasional malpractices, to which, as it seems to us, he gives a prominence which from their comparative infrequency they hardly deserve, are looked upon by the profession in general with as little favour as can be felt in the Comptroller's office. The fact is, as he says, "notwithstanding the laxity of the present system of procedure, there are many professional men entrusted with the conduct of liquidation matters who have performed their duties conscientiously, and with a due regard to the interests of the creditors. And they will, for their own advantage, be pleased to see some check put upon the malpractices which have been briefly touched upon in this pamphlet."

The subject naturally divides itself into two parts. First. What is to take place prior to the adjudication? Secondly. How is the matter to be dealt with after the adjudication? Prior to the adjudication there can only be two modes of dealing with the subject; either the debtor may be made a bankrupt by a creditor, or he may, if the law allows it, make himself a bankrupt. Is there any reason why both these steps should not be termed bankruptcy, and the debtor in each case after adjudication be called a bankrupt? It may be a matter of some doubt whether a debtor should be allowed to petition against himself; but can any valid objection be urged to his doing so if he swears that his assets are not less than a certain sum? It is difficult to find the ground on which Mr. Wreford bases his suggestion that the procedure towards liquidation should, from the commencement, be distinct from that towards composition. It is understood that a similar idea has prevailed in the committee of the Association of Chambers of Commerce; but it seems to us well worthy of consideration whether the interests of the creditors would not be best served by having a uniform system of procedure. The objects to be attained in bankruptcy, liquidation, or composition are the same—viz., to realize the largest possible amount for the creditors at the least possible expense; to release the honest debtor and start him again as soon as possible, and to punish the dishonest debtor. There must be some one system which is on the whole the best adapted to carry out these objects, and why should not that system be made universally applicable?

A practical matter under this head, which we do not see that Mr. Wreford has noticed, is the expense of filing the bankruptcy petition. The stamp duty, £5, is enormous, but there is added to it a charge of £5 for the messenger's deposit, for which that official under the present system does absolutely nothing. Under the old practice he used to take possession of the bankrupt's estate, and this £5, we believe, was supposed to cover his expenses in so doing. Now he does not take possession, though, as Mr. Wreford suggests, the practice that he should do so as a matter of course on adjudication might very properly be restored.

Passing from this matter to our second head, we find in Mr. Wreford's pamphlet many valuable suggestions as to proceedings subsequent to adjudication. Thus he proposes that the debtor should file a list of his creditors and an account of his assets immediately after adjudication. We would add that every creditor should be supplied with a copy of these documents at the same time as he receives notice of the first meeting. And if the debtor proposes to pay a composition there seems to be no reason why that fact, with the particulars of the composition proposed, should not be also intimated to the creditors in the same notice. This might be supplemented by a provision that before the first meeting there should be an examination of the debtor before the court; thus the creditors, when they met, would have before them every possible information to enable them to come to a decision.

As to the first meeting, Mr. Wreford is of opinion that it should in all cases be held in the same manner as in bankruptcy, and he lays great stress on the necessity of having a registrar of the court, or some other competent officer, to preside at statutory meetings of creditors, on the ground that "the chairman is at present either partial or incompetent, or both." We made a somewhat similar suggestion some time ago, and we still think that if a system could be devised combining the official chairman with the free and informal discussion at a liquidation meeting, it would be the best remedy for existing evils. At the same time if experience should show that the choice must lie between meetings of creditors in bankruptcy conducted in the "sitting in court style," and meetings which are open for discussion, we should say that the latter are the more convenient, and the more likely to secure the interests of the creditors. Whatever form of meeting is adopted, it should, we think, be the same in all cases. At the meeting the debtor's statements and the notes of his examination should be read, and the creditors should have power to decide whether liquidation or composition should be adopted, and to appoint the trustee and committee of inspection.

After the first meeting the matters remaining to be provided for are the winding up of the estate by the trustee with the greatest expedition at the smallest cost possible, the discharge of the debtor, and the close of the bankruptcy. Upon the first matter Mr. Wreford's suggestions seem to us of much value. He says:—"A trustee should not be remunerated by time engaged, as such a system is really a direct premium on delay. But this remark does not apply where an accountant is employed to investigate a bankrupt's accounts or to prepare

* Bankruptcy Legislation. A Review, with some remarks on the Bankruptcy Act of 1869, and suggestions for its amendment. Effingham Wilson.

balance-sheets. When so engaged, remuneration for time occupied may be a reasonable mode of payment. And on this point it is considered that the present bankruptcy scale does not afford an adequate remuneration for the services of a really able accountant when engaged in elucidating intricate or complicated transactions. The writer is also fully aware from his own experience that any per-centage scale on assets realized would, in certain cases, be but a sorry remuneration for the serious risks incurred, and the great labour and time bestowed by a professional trustee in endeavouring properly to discharge his duties, and carry out the instructions of the creditors in relation to the winding up of a bankrupt's estate. To meet such exceptional cases provision might be made for the grant of an additional allowance by the creditors, under a special resolution setting forth the grounds for such extra allowance. But, to guard against the malpractices at present prevailing, a trustee should be strictly precluded from voting on the question of his own remuneration, and any special resolution for remuneration in excess of the prescribed scale should require the approval of the court before being operative." And as to auditing the trustees' accounts he says, "As a general rule it may be asserted that the audit by a committee is of little practical value, while, at the same time, the present system causes a great deal of unnecessary trouble and expense to creditors and trustees. A creditor acquainted with the peculiarities of the particular business of the bankrupt may render valuable aid to a trustee in relation to the manner of realizing the estate, and yet be quite incompetent to perform the duties of an auditor. An efficient audit of trustees' accounts is absolutely indispensable to the due and proper administration of bankrupts' estates. Creditors cannot possibly have any objection to their interests being looked after in this respect, and some more satisfactory system of audit than the present should be introduced without delay. If the accounts were required to be verified by affidavit and audited by the Comptroller in Bankruptcy, a desirable improvement would be effected." We have not space to go into all the suggestions made under this head, and can only commend them, as contained in the pamphlet, to the consideration of our readers.

We will add, to complete the scheme of bankruptcy procedure very inadequately sketched out above, that after the trustee, in the case of liquidation, has wound up the estate, and paid all dividends applied for, and in the case of composition, after he has given notice of the same to all the creditors and paid all the creditors who apply, there should be the final audit of the trustee's accounts by the Comptroller. All moneys in the trustee's hands should be paid into court, the bankruptcy be then closed, the trustee released, and, last of all, the bankrupt discharged.

Mr. Wreford, at the close of his pamphlet, strongly urges the advisability of extending the jurisdiction of the Bankruptcy Act to the administration of the estates of deceased debtors. "Many estates of deceased debtors," he says, "are not now properly administered, because creditors will not undertake the responsibility of filing bills in Chancery for their administration." We venture very strongly to question whether this is the case, and we think the experience of our readers will confirm us in this doubt. Whether, however, an estate can be more advantageously administered in Chancery or in Bankruptcy is a question which must depend upon a variety of considerations, not the least important, perhaps, at present being the *personnel* of the respective courts. As to the amount of costs which may be incurred in either, at present proceedings in Chancery for administration are undoubtedly more expensive than liquidation proceedings. But there can be no question that slow as the Court of Chancery is in administering a heavy estate, it is more expeditious than the Court of Bankruptcy. There are very few administration suits in Chancery where, in the absence of special circumstances, the order on further consideration, which, practically, in most cases, means the close of the administration, is not made before the expiration of two years from the institution of the suit, but, as is well known, and indeed is evident from Mr. Wreford's pamphlet, there are great numbers of bankruptcies at present open which were instituted long before the Act of 1869 came into force, more than five years ago.

THE DISQUALIFICATION OF FELONS.

II.

In our last week's article we preferred to rest the *status* of ineligibility of felons to Parliament rather upon the adjudication of felony involved in the sentence than upon the mere conviction. We think that this is the safest ground to take, for reasons which we will presently explain; but it may be that some, upon looking into the authorities, will be disposed to think that the *status* of discredit which they attribute to the felon rests rather upon conviction. This view of the subject had not escaped us, but there seemed to be one or two difficulties in the way; and inasmuch as in Mitchel's case, and in all cases which are likely to give rise to any future question, both conviction of and sentence for felony exist, there seemed to be no reason to put the case on higher ground than was absolutely necessary. It may be worth while, however, to-day, very briefly to return to this question.

One of the grounds alleged for associating the *status* of discredit appertaining to felony with conviction is that forfeiture of goods took place upon conviction and before sentence. We do not think this is a sound reason, inasmuch as in any point of view the practice of forfeiting the convict's goods before judgment must be considered as anomalous. The cause appears to have been the practice of pleading clergy after conviction, and the consequent loss to the Crown of the benefit of the forfeiture if it did not take place until attainder. Inasmuch as the pleading of clergy originally amounted to a termination of the process in favour of the prisoner, so far as his discharge from all liability to judgment at the hands of the common law court was concerned, it was surely anomalous, regarded from a theoretical point of view, that his goods should be forfeited, however salutary the rule might be when regarded from a practical point of view. The prisoner was discharged, leaving the question of his guilt entirely open, notwithstanding the conviction; the common law court pronounced no judgment on it. This is clear when one considers that originally a sort of ecclesiastical trial was afterwards held for the purgation of the accused, which became in time a mere matter of form. It is very difficult to affirm, in the face of this consideration, that the conviction originally, in the eye of the common law, established the prisoner's guilt and the *status* of a guilty person. We must admit, however, that the language of the authorities generally refers to that *status* of discredit, involving inadmissibility as a witness or as a juryman, from the analogy of which we have endeavoured to demonstrate an ineligibility for Parliament, as depending upon conviction rather than upon sentence. Now, conviction appears to be a step in a process which might terminate either in sentence for felony (which, of course, when all felonies were capital, would be attainder) or in the discharge of the prisoner upon his pleading his clergy, leaving the question of his guilt, theoretically, an open question; or a third case might be imagined in which the prisoner should escape after conviction unsentenced, and before the time had arrived for pleading his clergy. We have hesitated to rest the *status* of ineligibility upon mere conviction, for the reason that we were not prepared to determine what originally was the *status* of a person discharged upon pleading his clergy. The substance of the benefit of clergy was altogether diverted in time from the original idea, and seems to have become a system by which, in the case of the educated classes, a

more lenient penalty or judgment was substituted for the original judgment of death. When this was the case we contend that besides conviction there was, strictly speaking, an adjudication or sentence of felony. In all such cases the distinction between conviction and adjudication for the present purpose is immaterial. When both exist it is a mere metaphysical puzzle upon which of the two the *status* of felony depends. The expressions of Lord Coke and other old authorities as to the *status* of discredit belonging to a felon-convict probably refer to such cases, and therefore do not prove very much. In the same way, at the present day we say that a man was convicted of felony, or we speak of a convict as meaning a man, not convicted only, but sentenced.

There is a case, however, in which the distinction between conviction and sentence might become material for this purpose, viz., the case in which a convict escapes after conviction unsentenced. Is he involved in a *status* of discredit; and, if so, is it permanent or temporary? Suppose, after his escape, he returns, and is willing to submit to be sentenced, but for some reason the executive refuse to proceed against him, is his *status* of discredit permanent? It seems to us that even if it be assumed that he is the subject of a *status* of discredit, the strictly correct view is that upon conviction an inchoate *status* of felony only commences, which, if followed by judgment or sentence, becomes final. It may well be that if a man by his own fault has prevented the development of the process, the *status* of felony continues as if that which ought to have been its issue had actually come to pass. At the same time it seems hard, if he repented, and were willing that a sentence should be passed upon him, by enduring which he might regain his *status*, that unless the executive thought fit to proceed against him a perpetual *status* of discredit should exist. But the truth is that in these inquiries we are working our way into a region of very theoretical niceties. We made our proposition in our article of last week rest upon adjudication of felony or sentence, not conviction, because both elements existed in the case before us, and because we thought that to rest it on conviction alone might involve certain speculative questions of a doubtful nature. Lord Coke says that persons attaint of felony are ineligible. Our view is that in the present state of the law he would certainly have said persons sentenced for felony instead of attaint of felony.

In order to complete our view of the subject, we ought, perhaps, in conclusion, to say a few words about the extraordinary notion which has been put forward of a constructive endurance of the sentence. The idea appears to us almost too absurd to need an answer. It resolutely ignores the authority of several decided cases to the contrary, and it involves a monstrous straining of the words of the statute 9 Geo. 4, c. 32. To say that "endurance of the sentence" is identical in sense with "expiration of the term of the sentence" is as hardy a performance as the assertion that black is white. A supposed idea of hardship is probably at the bottom of this notion, and a rather specious case may be put in this way. Suppose a man condemned to penal servitude for seven years escapes and remains free for the fourth year of his term, is recaptured or gives himself up, and serves the remaining three; is it not hard that he should remain subject to a perpetual disability which he cannot remove by reason of never being able to make up that one year, and ought he not in fairness to be considered as having served his sentence? If he must be considered as having constructively served his sentence, then how does it make any difference if he served six years and then escaped and remained free the last year? We must admit that at first sight there is something taking about the first case put, but we are by no means sure that the two cases are not, in any point of view, substantially different, and if not, we think the answer is clear on grounds of reason that in neither case can there be said to be an endurance of the sentence. The sentence is, on our assumption, that the man be kept in penal servitude for the seven years subsequent to such a day. Unless he is so kept in penal servitude he has not endured the sentence. Possibly an escape for a very short time and recapture on fresh pursuit might be considered not to affect the endurance of the sentence. But this must be put on the ground that *de minimis non curat lex*, or, perhaps, on a reasonable doctrine of constructive imprisonment similar to that of constructive residence in settlement cases. We cannot admit that the suggested doctrine of constructive endurance of the sentence is reasonable, for according to it if a man were never actually in penal servitude for a second he might be constructively in penal servitude for twenty years. From the popular point of view the notion of a perpetual disability remaining when all the other tangible consequences and liabilities of felony are gone, seems to be considered absurd. But is it really unreasonable that a man who has deliberately refused to submit himself to the justice and laws of his country should not be eligible as a legislator, even though other disabilities are passed away? If it is, it should be remembered that the rule is the legitimate consequence of ancient legal practices and doctrines, and that the way to amend it is by statutory enactment, not by outrageous distortions of the meaning of words.

Pending Legislation.

COMMON LAW PROCEDURE ACT AMENDMENT.

In the case of *Ingate* v. *Austrian Lloyd's Company* (6 W. R. 659, 4 C. B. N. S. 704) it was held by the Court of Common Pleas, in 1858, that section 19 of the Common Law Procedure Act, relating to actions against foreigners residing out of the jurisdiction of the superior courts, did not apply to the case of a foreign corporation. "It is evident," said Cockburn, C.J., "that [sections 18 and 19] were intended to refer to individuals, and not to corporations." This decision was followed in the recent case of *Armstrong* v. *Elbinger Actien-Gesellschaft* (23 W. R. 94), where, however, Kelly, C.B., remarked that there was much to be said on the other side of the question, but that was for the Legislature to deal with. In a short Bill introduced by Mr. Waddy, Q.C., and which has already passed the Commons, it is provided that "The provisions of the Common Law Procedure Act, 1852, shall apply to foreign corporations carrying on business out of the jurisdiction of the superior courts of law in Great Britain," and that "The word 'corporation' in the sixteenth section of the said Common Law Procedure Act, 1852, the words 'person' and 'defendant' in the nineteenth section of the said Act, and the words 'bodies corporate' in the two hundred and twenty-seventh section of the said Act, shall include foreign corporations as aforesaid."

The Lord Chancellor has issued the usual notice, printed in another column, that the offices of the county courts may be closed on the 29th and 30th days of March, 1875.

At a meeting of the magistrates of Middlesex held on Thursday week it was stated that while Dr. Hardwicke, the new coroner, had held fifty-nine inquests fewer than Mr. Humphreys, his disbursements had been £20 more. Mr. Humphreys had ordered fifty-six *post-mortem* examinations, with a larger number of inquests, while Dr. Hardwicke, with fifty-nine less inquests, had ordered seventy more *post-mortem* examinations. The Marquis of Salisbury asked whether the court had no control over such expenditure. Captain Morley said that was rather a difficult question, as it mainly rested with the coroner as to the disbursements he might incur for *post-mortem* examinations, and some coroners were more extravagant in ordering them, and in many cases the court deemed it to be quite unnecessary that they should be ordered.

Recent Decisions.

COMMON LAW.

MARINE POLICY—SLIP—RATIFICATION.

Cory v. *Patton*, Q.B., 23 W. R. 46, L. R. 9 Q. B. 577.

The point first decided by *Cory* v. *Patton* (L. R. 7 Q. B. 304), that, notwithstanding the legal non-existence of a contract, the initialing of the slip fixes the point of time beyond which the assured is no longer under an obligation to make disclosures to the underwriter, has become settled law, having been adopted by the Exchequer in *Morrison* v. *Universal Marine Insurance Company* (21 W. R. 196, L. R. 8 Ex. 40), and applied by the Common Pleas to the acceptance of a risk in *Lishman* v. *Northern Maritime Insurance Company* (21 W. R. 386, L. R. 8 C. P. 216). Indeed, it had been recognized by the Court of Exchequer Chamber in reversing the decision of the Exchequer in the former of these two cases (21 W. R. 774, L. R. 8 Ex. 197), and has lately been again recognized by the same court in affirming the decision of the Common Pleas in the latter. In its present form *Cory* v. *Patton* came before the court after the facts had been proved which, stated on demurrer, had formed the basis of the judgment delivered two years ago; but at the same time the further fact appeared that the slip had been initialed "subject to the plaintiff's approval," and the contract had not been ratified until after he knew of the loss. It had long been settled that, on the ordinary principles of ratification, the person on whose behalf a policy had been made might at any time, even after the loss, adopt the act done on his behalf, and *Hagedorn* v. *Oliverson* (2 M. & S. 485) is the standing authority for this position. On the authority of this case the court decided that in the present instance the plaintiff was entitled to recover; but intimated a doubt as to the correctness of the decision. There is, no doubt, some logical difficulty about the ordinary doctrine of the retro-active effect of ratification, for it seems to violate the fundamental rule of contract law by holding one party to the contract bound whilst the other is not yet a contracting party. But the rule is well established, and is not likely to be overthrown, for it is a rule of great convenience. But we do not know that it has ever been applied where the contract is expressly made subject to the principal's approval, and *Hagedorn* v. *Oliverson* is no authority for such an application of it. The present case, therefore, seems to carry the matter one step farther than previous decisions.

MEASURE OF DAMAGES—DEDUCTION OF INSURANCE.

Bradburn v. *Great Western Railway Company*, Ex., 23 W. R. 48, L. R. 10 Ex. 1.

We believe several rulings have been made at Nisi Prius which this case shows to have been erroneous, and the principle of which we have never been able to understand. The defendants sought to deduct from the damages assessed by the jury as compensation for personal injuries, the amount received by the plaintiff from an accidental insurance company, but the court held they were not entitled to do so. In the case of a contract of indemnity, it was long ago decided that no such deduction could be claimed (*Yates* v. *Whyte*, 4 Bing. N. C. 272), but it was sought to distinguish that case on the ground that the plaintiff would there hold what he recovered in trust for his assurers. And no doubt if he were completely indemnified this would be so (*Commercial Marine Insurance Company* v. *Lister*, L. R. 9 Ch. 483); but it is clear from the report that *Yates* v. *Whyte* was not decided on this ground. An insurance against accidents is not a contract of indemnity, but rather resembles a life policy; and, apart from the clause which we believe usually occurs in such policies, and by which the company surrender their claim to any damages which may be recovered, we believe it would be impossible for them to establish any claim upon them. But there is no logic in entitling the wrong-doer to the benefit of a contract made by the injured person for his own benefit, and which, as Pigott, B., justly observed, and not the accident, is the real cause of his receiving the sum insured. It might as well be said that the company were entitled to set off the benefactions made by a compassionate friend, or a legacy bequeathed on such a contingency. The distinction between the case in question and cases under Lord Campbell's Act is obvious, and was plainly pointed out by Bramwell, B.

Notes.

ON THURSDAY the Lords Justices reversed the decision of the Chief Judge in *Ex parte Coates*, which we noticed *ante*, p. 104. The case involved a question as to the construction of section 2 of the Bills of Sale Act, 1854, which provides that if a bill of sale is "made or given subject to any defeazance, or condition, or declaration of trust not contained in the body thereof, such defeazance, or condition, or declaration of trust shall, for the purposes of this Act, be taken as part of such bill of sale, and shall be written on the same paper or parchment on which such bill of sale shall be written, before the time when the same or a copy thereof respectively shall be filed, otherwise such bill of sale shall be null and void," as if it had not been registered.

In *Ex parte Coates* a farmer executed a bill of sale of his stock and other effects to a money lender. The mortgage was expressed to be made in consideration of a loan of £130, which was to be repaid by five consecutive monthly payments of £3 each, and a sixth payment of £115. There was no provision for the payment of any interest. Power was given to the mortgagee to take possession of the property at any time after the execution of the deed, and also power to sell in case of default in payment of any of the instalments. In point of fact only £100 was really advanced to the mortgagor, the £30 being retained by the mortgagee as his charge for making the loan, the interest charged on the real advance being in this way £30 for six months, or 60 per cent. per annum. A contemporaneous memorandum was signed by the mortgagor, in which the £30 was described as the "charge for making the advance," and which provided that this charge was to be paid in full, notwithstanding that the money secured by the bill of sale might be repaid, or the mortgagee's rights under the bill of sale enforced, before the expiration of the time for payment mentioned in the bill of sale. The bill of sale was registered, but the memorandum was not. The mortgagor became bankrupt before the mortgagee had taken more than a formal possession of the property. The Chief Judge held that the memorandum amounted to a condition within the meaning of section 2 of the Act, and that, as it had not been registered, the registration of the bill of sale was ineffectual, the consequence being that the property included in the bill of sale passed to the trustee in bankruptcy. James, L.J., said that the memorandum certainly did not amount to either a defeazance or a declaration of trust, and in order that it might be a condition to which the bill of sale was subject, it must be something which affected or prejudiced the rights of the grantee, as they stood upon the bill of sale, in favour of the grantor. This memorandum had no operation of that kind. If it amounted to anything at all it was an additional bill of sale given to the creditor, its object being to remove any doubt whether, in case the mortgagee was repaid by a sale of the goods before the end of the six months, the mortgagor would not be entitled to some abatement of the £30. Of this additional security the mortgagee could not avail himself because it was not registered. But his rights under the bill of sale were unaffected, and, as it was registered, he was entitled to avail himself of it in the same way as he could have done if it had been an unregistered bill of sale before the passing of the Act. No doubt the bill of sale contained a false recital in saying that £130 had been advanced, when the real loan was only £100, but the Act, though it compelled the registration of a bill of sale, did not provide that it should express the true bargain between the parties. There was a very sufficient reason why the debtor in this case

should not wish the real nature of the transaction to appear upon the bill of sale, as it would be very damaging to his credit if it were known that he was borrowing money at such a high rate of interest. But he well knew what he was about, and the transaction was binding upon him, and his other creditors must be equally bound. Consequently, the holder of the bill of sale was entitled to enforce his security to the full amount.

There have been as yet very few decisions upon the construction of this section of the Act. In *Robinson* v. *Collingwood* (17 C. B. N. S. 777) the Court of Common Pleas expressed an opinion (which was not, however, necessary to their decision) that the section was aimed at secret provisions in favour of the grantor of the bill of sale, and in *Ex parte Southam* (22 W. R. 456, L. R. 17 Eq. 578) the Chief Judge appears to have adopted the same view.

IN THE CASE OF *Ex parte Henken*, heard by the Lords Justices on Thursday, a singular question was raised as to the effect of notice of an act of bankruptcy committed by failure to comply within the prescribed time with the requirements of a debtor's summons. Section 6 of the Act of 1869 provides that a creditor may present a bankruptcy petition, alleging, as the ground for an adjudication (sub-section 6), "that *the creditor presenting the petition* has served, in the prescribed manner, on the debtor a debtor's summons, &c." It was contended that the act of bankruptcy is not complete upon the debtor's failure to comply with the summons, but that it is only completed when the summoning creditor presents his petition. The court, however, pointed out that the result of this construction would be that no limit of time would be imposed within which the petition could be presented. For section 6 goes on to enact that the act of bankruptcy upon which an adjudication is founded must have occurred within six months before the presentation of the petition, and if the presentation of the petition was itself the completion of the act of bankruptcy, there would be nothing to prevent its being presented at any distance of time after the default in complying with the summons. This would be an absurd result, and it is obvious that the words, "the creditor presenting the petition," were inserted for quite a different purpose, viz., to make this particular act of bankruptcy, as it were, an act personal to the summoning creditor, *i.e.*, one of which he alone can avail himself to obtain an adjudication. It was also argued that, when section 95 protects payments made by a bankrupt in good faith, and for valuable consideration, before the date of the order of adjudication, to a person not having at the time of payment "notice of any act of bankruptcy committed by the bankrupt, and *available* against him for adjudication," it refers to an act of bankruptcy which is available for adjudication to any of the creditors, and not to one—such as that committed by failure to comply with a debtor's summons—which is available for the purpose of obtaining an adjudication to the summoning creditor alone. Their lordships, however, held that notice of an act of bankruptcy of which only one creditor can avail himself to obtain an adjudication, is sufficient to deprive a payment received from a bankrupt after notice of such an act of the protection afforded by section 95. We believe that some doubt had been entertained on this latter point, and the decision is consequently worthy of being noted.

THE QUESTION whether the Judgments Extension Act, 1868 (31 & 32 Vict. c. 54), renders a plaintiff, resident out of the jurisdiction in another part of the United Kingdom, no longer liable to give security for costs has, during the last few months, come before each of the Irish common law courts. In *White* v. *Carroll* (8 Ir. R. C. L. 297) the Court of Queen's Bench (following the English decision in *Raeburn* v. *Andrews*, 22 W. R. 489, L. R. 9 Q. B. 118) refused to stay proceedings till the plaintiff resident in England had given security for costs; but in *Clarke* v. *Croker* (8 Ir. R. C. L. 319) the Court of Common Pleas, on a precisely similar state of facts, ordered security to be found. In the last case (*Corner* v. *Irwin*, 8 Ir. R. C. L. 504) a similar application was made in the Court of Exchequer. The plaintiff's counsel, in opposing the application, urged that the practice of requiring security from a plaintiff resident out of the jurisdiction had grown up from the fact that he could not be reached by the ordinary process of the court, but that as, since the passing of the 31 & 32 Vict. c. 54, a certificate of the due registration of the judgment in England would have the same operation as a judgment of the English Court of Common Pleas, this speedy remedy rendered security for costs unnecessary. The court, however, ordered a stay of proceedings till security was given, and Palles, C.B., expressed his dissent from *Raeburn* v. *Andrews*, and laid it down that the Act did not really increase the force of the first judgment, but only substituted a certificate of its registration for the necessity of bringing a second action upon it in the country where the defeated party is resident. He approved the decision in *Clarke* v. *Croker*, and relied also on the uniform practice of both the English and the Irish Court of Chancery under the analogous statute 41 Geo. 3, c. 90, s. 5.

IT HAS LONG BEEN SETTLED that the dismissal of a mortgagor's bill for redemption, for any other cause than want of prosecution, operates as a decree of foreclosure against him: *Bishop of Winchester* v. *Paine* (11 Ves. at p. 199), *Inman* v. *Wearing* (3 De G. & S. 734). This proposition is stated broadly in the books, without distinguishing between legal and equitable mortgages. In *Marshall* v. *Shrewsbury*, heard by the Lords Justices on Saturday last, the question arose whether this doctrine is applicable to the case of an equitable mortgage by deposit of title deeds. The court were clearly of opinion that it was not applicable. In the case before them the bill for redemption had been dismissed by the mortgagor himself by an *ex parte* order obtained after replication filed. Lord Justice James distinguished between the cases of a legal mortgage and an equitable mortgage by deposit, on the ground that in the former case the mortgagor who institutes a redemption suit admits the title of the mortgagee, *i.e.*, admits the mortgage; whereas in the latter case he admits the mortgagee's title to nothing but the parchments which he has in his possession. By the dismissal of his bill he would at the most be barred from filing any other bill to redeem them. But if the mortgagee in such a case were to file his bill to enforce his security, the relief he would require would be a declaration that he was entitled to a mortgage, and a decree that, in default of payment of what should be found due, the mortgagor should convey the estate to him absolutely, free from any right to redeem. The mere dismissal of the mortgagor's bill to redeem could not, his lordship thought, have the same effect as a decree of this comprehensive nature.

IN THE CASE OF *Ex parte, Cape*, heard by the Chief Judge on Monday, a question arose as to the postponement of the choice of a trustee in bankruptcy pending the investigation of the proof of a creditor for a large amount, similar to the question which arose in *Ex parte Hare* before the Lords Justices, which we noticed, *ante*, p. 295. At the first meeting of the creditors under a bankruptcy, a creditor named Solomon tendered a proof for £19,000. This sum was large enough to enable him to carry the election of trustee as he pleased. The amount was disputed, and the registrar thought that the proof required investigation. He, however, allowed the other creditors to appoint a trustee, and ordered the disputed proof to stand over for investigation by the trustee. After the certificate of the trustee's appointment had been issued, Solomon appealed to the judge of the county court to which the proceedings were attached, and he was of opinion that the proof ought to be admitted to the extent of £7,000 (this was sufficient to carry the choice of trustee), and directed a fresh first meeting of the creditors to be summoned for the choice of a trustee. The Chief Judge affirmed this decision, and added to his order a direction that Solomon should not himself be appointed trustee.

WE REFERRED some time ago to the block in the United States Supreme Court. It appears that a Bill has passed both Houses of Congress, providing that whenever, by the existing law, an appeal to the Supreme Court can be taken only when the sum in dispute shall exceed 2,000 dols., such appeal shall be allowed hereafter only when the sum exceeds 5,000 dols.; and also that, on appeals from the cir-

cuit court in admiralty and maritime causes, when the facts have been found by a jury, the Supreme Court shall review questions of law only. It was recently stated by one of the judges of the court, says the *Albany Law Journal*, that fully half the cases argued and decided in the Supreme Court are controversies for amounts less than 5,000 dols., so that we may safely assume that limiting the right of appeal to cases involving over 5,000 dols. will reduce by one-half the labours of the court.

THE LORDS JUSTICES on Wednesday, in *Sheffield* v. *Sheffield*, held that the making of an order to dismiss a bill for want of prosecution is a matter within the discretion of the judge to whose court the cause is attached, and on this ground they refused to alter an order which Vice-Chancellor Malins had made, upon a motion to dismiss for want of prosecution, giving the plaintiff further time within which to file a replition.

THE APPELLATE JURISDICTION OF THE HOUSE OF LORDS.

THE Society of Writers to the Signet in Scotland have presented a petition to the House of Lords, in which they say "That previous to the Treaty of Union it was the right and privilege of the subjects in Scotland to appeal to the Parliament of that country against all decrees of the Court of Session by which they might consider themselves aggrieved, and since the Union they have possessed the privilege of having the decrees of the said court reviewed by appeal to your lordships' House as the High Court of Appeal common to both parts of the United Kingdom.

That the judgments of your lordships' House, as such Court of Appeal, have been invariably regarded with the utmost respect both by the public and the legal profession, and the privilege of such appeal has been highly valued as one of the great safeguards of the due administration of justice in the country.

That the people of Scotland, as possessing a system of jurisprudence differing in many respects from that of England, are entitled to have their causes disposed of in the court of last resort by judges whose previous experience shall have qualified them to deal with questions of Scotch law, and that the great and eminent lawyers who have advised your lordships' House in Scotch appeals have been singularly qualified in that respect by their practice in Scotch cases at your lordships' bar, and by their attainments in the law of Scotland, which were thereby acquired by them.

That the circumstance that the judgments of the Court of Appeal were pronounced by one of the legislative bodies of the Constitution gave a weight and solemnity to their decrees which could not be possessed by any other court.

That by the Bill intituled 'An Act to amend and extend the Supreme Court of Judicature Act, 1873,' which is now depending in your lordships' House, it is proposed to transfer the right of appeal from your lordships' House to a new tribunal, to be called her Majesty's Imperial Court of Appeal, which is to form a branch of the court constituted under the Supreme Court of Judicature Act, 1872.

That this new tribunal will not possess in the opinion of the people of Scotland the same qualities for disposing of appeals from that country as are possessed by your lordships' House, and it is conceived that in respect both of the constitution of the court and of the manner in which justice will be there administered, the peculiarities of the system of Scotch law may be overlooked or misunderstood, to the injury of persons in Scotland pursuing suits at law, and to the detriment of the law itself.

That by the 19th section of the Treaty of Union of the two kingdoms, it is especially provided 'That no causes in Scotland be cognoscible by the Courts of Chancery, Queen's Bench, Common Pleas, or any other court in Westminster Hall, and that the said courts, or any other of the like nature, after the Union shall have no power to cognosce, review, or alter the acts or sentences of the judicature within Scotland, or stop the execution of the same,' and it is conceived that the institution of the said new Court of Appeal would be an infraction of this article of the Treaty of Union, of which the people of Scotland will be entitled to complain.

That your petitioners, as forming an important part of the legal profession in Scotland, and as being, through their position, intimately acquainted with the opinions and desires of the people of Scotland on this subject, have made bold to approach your lordships' House, and pray that your lordships may be pleased to take measures to prevent the institution, so far as regards Scotland, of the proposed new Court of Appeal, or the transference to that or any other court of the appellate jurisdiction in Scotch causes presently vested in your lordships' House, and your petitioners will ever pray."

Societies.

LAW STUDENTS' DEBATING SOCIETY.

This society held its usual weekly meeting at the Law Institution on Tuesday last. Messrs. Hoyte, Paice, and Mills were duly elected members of the society. The question appointed for discussion was No. 555 Legal—"Was the case of *Re Viant* (22 W. R. 686, L. R. 18 Eq. 436) rightly decided?" After careful consideration of the cases bearing on the point, the society decided the question in the negative.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held at Clement's-inn Hall on Wednesday, the 3rd day of March, 1875, Mr. Jerrold Joseph in the chair. Mr. Hanhart, LL.B., opened the subject for the evening's debate, viz.—"Can a witness, who has been subpœnaed and given evidence, sue the party calling for compensation for the loss of time?" The motion was rejected by a majority of six.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the Hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 4th inst., the following being present, viz.—Messrs. Steward (chairman), Burges, Carpenter, Hedger, Kelly, Lovell, Masterman, Sawtell, Scadding, Sidney Smith, Styan, Thomas, Tylee, and Boodle (secretary), a grant of £50 was made to a member, a grant of £10 was made to the widow of a deceased non-member, one new member was elected, and other ordinary business was transacted.

MANCHESTER INCORPORATED LAW ASSOCIATION.

The annual general meeting of the members of this association was recently held at their rooms, Cross-street-chambers, Cross-street, when an account of the receipts and disbursements (previously audited by two of the members) was submitted and passed, and the officers and committee were elected for the ensuing year.

The proceedings of the society for the last year were stated in a report, which, after noticing the position of the society and the legislation of the last session, proceeds as follows:—

Judicature Act and Rules.—It has been the duty of your committee during the year to consider the proposed new rules of pleading and practice under the Supreme Court of Judicature Act, 1873, and the drafts of such rules, as the successive portions were issued, were by the favour of the Lord Chancellor, laid before your committee. They joined in a deputation with the Liverpool and Preston Law Societies to the Lord Chancellor, to urge that increased facilities should be afforded for business in the district registries; and particularly that orders in council should be made establishing district registries in Lancashire, to take effect immediately on the commencement of the Act, so as to prevent inconvenience and delay to Lancashire suitors. The Lord Chancellor paid the most courteous attention to the representations of the deputation, and assured them that the necessary orders in council would be made, and promised that their suggestions as to the powers of district registrars should have due considera-

tion. Your committee trust that the rules in regard to the working of district registries will be found generally satisfactory, though in some details experience may show that amendments may advantageously be made.

Land Transfer Bill.—The Bill which was introduced last session "to simplify titles and facilitate the transfer of land" by a system of registration, received the careful attention of your committee. The Bill, as brought in, proposed to established at once a central registry, in London, and to make registration compulsory after the lapse of three years, and it only provided for the establishment of district registries at the discretion of the Lord Chancellor in places where it was probable that the business to be transacted would pay the expenses of the registry. Your committee joined with the law societies of Birmingham, Leeds, Liverpool, and Newcastle, to which those of Bath, Bristol, Brighton, Worcester, and other places were afterwards united, in active steps to oppose registration being made compulsory or a central London registry. The associated provincial law societies, both by printed observations, and by interviews with the Attorney-General and with members of Parliament, urged that the transaction of conveyancing business through a central London registry would increase, instead of diminishing, both the cost of and delay in completing titles and conveyances, and that registration ought not to be made compulsory until experience had proved it to be advantageous, and certainly not until district registries had been established all over the kingdom.

Another matter of complaint to the profession in the Bill, was that the appointments under it were confined to barristers. The associated societies pressed that solicitors of ten years' standing should be equally eligible. On this point, and on that of the establishment of district registries, your committee are sanguine that the views of the associated societies may be carried out in any future measure, but the Government seem bent on making registration compulsory, and are supported in this by many legal members of the House of Commons. Your committee, like their predecessors in office, consider registration unsuitable for many classes of transactions, and that the publicity which it will give to mortgages of real estate will be found a source of annoyance, but as the leaders of public opinion appear to be determined on the experiment, it is not for the profession to oppose it. The united action of the associated provincial societies must rather be directed against the proposed centralization, and to secure district registries, and make the measure as good as its nature will admit. The committee of the associated societies has issued a full report on the subject, to which your committee would direct the attention of the members of this association.

Trade Fixtures Bill.—Your committee had hoped that the long vexed question of the necessity for registering mortgages comprising trade fixtures would, before this, have been ended by legislative enactment, as several Bills were proposed last session with this object. One was by the Incorporated Law Society, but this was simply to give the opportunity of registering existing mortgages without any declaration or provision relative to future mortgages. Another, promoted by this association, was to declare the necessity of the registration of mortgages comprising such trade fixtures as usually belong to a tenant, and to allow a period for registering existing mortgages. Another, promoted by the Manchester Chamber of Commerce, proposed to render all existing mortgages valid without registration, but to declare the necessity of registration of future mortgages. These Bills were withdrawn on one being presented by Government, much to the purport of the Bill proposed by this association, but containing a saving clause as regards past mortgages which would have retained the uncertainty of the existing state of the law relative to them. The Government Bill also included provisions to prevent renewing bills of sale, in order to avoid registration of them. This Bill, however, was not proceeded with. In the meantime a case has been decided (*Ex parte Barclay, Re Joyce* [22 W. R. 608], L. R. 9 Ch. 576) by which the test of registration has been made to depend upon whether the mortgage deed contains the power to sever the trade fixtures comprised in it or not, instead of whether they are such as usually belong to a tenant, which your committee consider to be the proper test. It is difficult to reconcile this case with that of *Ex parte Daglish, Re Wild*, [21 W. R. 893], L. R. 8 Ch. 1070. Your committee having learnt that the Manchester Chamber of Commerce intend again to urge their Bill during the ensuing session, propose to leave the matter in their hands, rendering such assistance as the Chamber may desire, and hope that the law may be definitely settled.

Professional Remuneration.—During the last year your committee have had under consideration the scale of charges by commission recommended by the provincial law societies, in 1871, and their experience having shown that the scale was rather too high in transactions over £1,000, and that the simplicity of the scale in larger transactions was impaired by there being three different rates of per-centage to be reckoned, one up to the first £1,000, another up to £3,000, and then a third and less rate beyond that sum, as classified in the three columns of the scale of 1871, they propose to revise the scale by striking out altogether the second column, and adopting the rate of the last column, after the first sum of £1,000 is passed. Considering also that the charges for conveyances on chief rent and leases are paid by third parties, and are usually so much in one form that the solicitor's responsibility is greatly modified, they recommend a reduction in these cases on the former scale. A series of tables embodying the proposed changes have been prepared, and the revised scales have been printed and sent to each member of the association for consideration, previous to the annual meeting, when they will be proposed for adoption by the association.* Prints have also been submitted to the other law societies who concurred in the former scales.

The committee think it desirable, eventually, when the scale has been fully tried, to endeavour to obtain legal sanction to it, unless, indeed, the passing of a Land Transfer Bill, and the adoption of an *ad valorem* scale in connection with it should render this unnecessary.

Organization of the Profession.—The amalgamation of the Incorporated and Metropolitan and Provincial Societies, which was referred to in the last report of your committee, has been carried out during the past year; the Metropolitan and Provincial Law Association has been dissolved, and the Incorporated Law Society has made rules by which all members of the former body at the time of dissolution are entitled to enter the latter society without entrance fee or ballot, on payment of the same annual subscription as that paid by its own members. It was also arranged that the Incorporated Law Society should hold, every year, a provincial meeting similar to the autumnal provincial meetings formerly held by the Metropolitan and Provincial Association. The first of these provincial meetings was held at Leeds, on the invitation of the Incorporated Leeds Law Society, on the 21st and 22nd of October, when your association was represented by a deputation. The meeting was an unusually successful one, being attended by about one hundred gentlemen, of whom twenty were metropolitan members, thirty Leeds solicitors, and fifty from other parts of the country. After an address had been delivered by Mr. F. T. Bircham (the president), a number of papers on important questions were read, and were followed by interesting discussions. The members present were entertained, on the evening of the 21st of October, at a dinner given by the Leeds Law Society. In the afternoon of the 22nd many of the visitors inspected the manufactories and other places of interest in Leeds; and in the evening a *conversazione* was given by the Leeds Law Society, in the Philosophical Hall. On the 23rd many members availed themselves of the arrangements made by the Leeds Society for visiting Ripon and Fountains Abbey. Your deputation were received by the president and members of the Incorporated Leeds Law Society with great hospitality and attention, and it was arranged, on the invitation of the Liverpool Law Society, that the next annual provincial meeting would probably be held in Liverpool early in October. Your president (Mr. Guest) has been elected, under the new charter, an extraordinary member of the council of the Incorporated Law Society, till October next. Your committee would urge upon those members of the association who have not already done so, the desirability of joining the Incorporated Law Society.

* At a special general meeting of the association, held at the close of the annual meeting, the revised scales were approved and recommended for adoption. Members requiring extra copies can be supplied at the rate of 6d. per copy.

Obituary.

THE HON. GEORGE CHAPPLE NORTON.

The Hon. George Chapple Norton, barrister-at-law, and Recorder of Guildford, died on Wednesday, the 24th ult., in his seventy-fifth year. The deceased was the second son of the Hon. Fletcher Norton, and grandson of the first Lord Grantley (better known as Sir Fletcher Norton), who was successively Attorney and Solicitor-General and Speaker of the House of Commons, and was raised to the peerage in 1782. Mr. Norton was born in 1800, and in 1831, on his brother's succession to the peerage, he was raised to the rank of a peer's son by royal warrant. He was called to the bar at the Middle Temple in Michaelmas Term, 1825, and he was for several years a commissioner of bankruptcy. He was M.P. for Guildford from 1826 till 1830, and in the following year he was appointed a police magistrate at Lambeth-street, Whitechapel. In 1845, on the abolition of that district, he was transferred, with his colleague, Mr. George Percy Elliott, to the Lambeth district, where he officiated till 1867, when he retired on a pension, after thirty-six years' service. In 1846 Mr. Norton was appointed Recorder of Guildford, and he held that office until his death. He has recently addressed several letters to the *Times*, ably advocating the claims of his former colleagues, the police magistrates of London, to an increase of salary; and his exertions have obtained a recognition of their claim by the Home Secretary, who has introduced a Bill on the subject into the House of Commons.

Appointments, Etc.

Mr. WEST AWDRY, solicitor, of Chippenham, has been re-appointed by the High Sheriff of Wiltshire (Charles Paul Phipps, Esq.) to the office of Under-Sheriff of that county for the ensuing year.

Mr. EDWARD HENRY BUSK, solicitor, of the firm of Messrs. Bolton, Robins, & Busk, of 1, New-square, Lincoln's-inn, has been appointed a London Commissioner to administer Oaths in Common Law in the Court of Exchequer.

Mr. HENRY LEWIS GREGORY, solicitor, of Liverpool, has been appointed by the High Sheriff of Lancashire (John Pearson, Esq.) to be Under-Sheriff of that county for the ensuing year.

Mr. EDWIN JOHN HARVEY, solicitor, of Portsmouth, Portsea, and Southsea, has been elected (after a poll) to the Coronership for the Fareham division of Hampshire, vacant by the death of Mr. Edward Hoskins, of Gosport. Mr. Harvey was admitted in 1855, and is in partnership with Mr. Albert Addison. He is the Admiralty Law Agent for Portsmouth, and had acted for thirteen years as deputy-coroner for the same division.

Mr. ALEXANDER STAVELEY HILL, D.C.L., Q.C., M.P., has been appointed to succeed Mr. Justice Huddleston in the office of Counsel to the Admiralty and Judge Advocate of the Fleet. Mr. Hill is the son of the late Mr. Henry Hill, of Dunstall, Staffordshire, by the daughter of Mr. Luke Staveley. He was born in 1825, and educated at King Edward VI.'s Grammar School, Birmingham, and at Exeter College, Oxford. He was subsequently elected a Fellow of St. John's College, and in 1855 he proceeded to the degree of D.C.L. He has discharged the office of Public Examiner in the School of Law and Modern History. In Michaelmas Term, 1851, he was called to the bar at the Inner Temple. He joined the Oxford Circuit and Staffordshire Sessions, and in 1868 he obtained a silk gown. Mr. Hill was an unsuccessful candidate for Wolverhampton in 1865. From 1868 to 1874 he represented Coventry, and at the last general election he was returned without opposition for West Staffordshire. In 1872 he succeeded Lord Selborne in the post of Deputy High Steward of the University of Oxford, and he is also Recorder of Banbury, a bencher of the Inner Temple, and a magistrate for Staffordshire.

Mr. JOHN HOPKINS, solicitor, of St. Helen's, Lancashire (late deputy clerk to the magistrates at that place), has been appointed Clerk to the Magistrates at Steyning, Sussex, in succession to the late Mr. Alexander John Hay.

Mr. JOSEPH HUNT, solicitor (of the firm of Cobham and Hunt), of Ware, has been appointed a Commissioner for taking Affidavits in Chancery.

Mr. WILLIAM VAUGHAN JAMES, solicitor, of Haverfordwest, has been appointed by the High Sheriff of Pembrokeshire (John Taubman William James, Esq.) to be Under-Sheriff of that county for the ensuing year.

Mr. JOSEPH PARROTT, solicitor, of Aylesbury, has been appointed by the High Sheriff of Buckinghamshire (George Hanbury, Esq.) to be Under-Sheriff of that county for the ensuing year.

Mr. HENRY PEAKE, solicitor, of Sleaford, has been appointed by the High Sheriff of Lincolnshire (Mildmay Willson Willson, Esq.) to the office of Under-Sheriff of that county for the ensuing year.

Mr. EDMUND CRESWELL PEELE, solicitor, of Shrewsbury, has been appointed by the High Sheriff of Shropshire (Sir Henry George Harnage, Bart.) to be Under-Sheriff of that county for the ensuing year.

Mr. WILLIAM TODD, solicitor and notary, of Hartlepool, has been appointed by the Lord Chancellor to be a Magistrate for that borough.

Mr. THOMAS WATSON, solicitor (of the firm of Dobinson & Watson), Carlisle, has been appointed a Commissioner for taking Affidavits in all the Courts of Common Law.

Mr. HENRY PHILIP WICKS, solicitor, of Cockermouth, has been appointed Clerk to the Hayton and Oughterside School Board, in the county of Cumberland.

It is understood that Mr. George Henry Parkinson, who was chamber clerk to Mr. Justice Honyman, will perform the same duties for Mr. Justice Huddleston.

The Court of Common Council have raised the salary of Mr. John Braddick Monckton, the town clerk of the city of London, from £1,500 to £2,000 per annum.

The magistrates of the Cheshunt division of Hertfordshire have appointed next Monday (March 8) for the election of a clerk to the bench, in the place of the late Mr. Joseph Frederick Jessopp, of Waltham Abbey.

The Town Council of Bristol have made a new set of regulations as to the clerkship to the magistrates of that city, which is about to become vacant by the resignation of Mr. William Brice, who was recently appointed town clerk of Bristol. The new clerk is to be a duly qualified solicitor, but must devote all his time to the duties of the office. The salary will be £700 per annum, and he will have to pay over to the corporation all fees which he may receive.

Legal Items.

The Court of Appeal in Chancery will not sit again before next Wednesday.

Mr. Justice Huddleston took his seat on the bench on Saturday in the Second Court of Common Pleas.

At the Warwick Assizes the calendar for the borough of Birmingham contained only five charges—a circumstance almost unexampled.

In a case before Vice-Chancellor Malins last week it appeared that every judge of first instance on the equity bench had held briefs. The costs in the case were said to amount to £10,000.

At a recent meeting of the committee for preserving the jurisdiction of the House of Lords as a court of final appeal for the United Kingdom, the chairman read a communi-

cation which he had received from the Lord Chancellor, requesting that the memorial from 450 of the leading members of the bar of England should at once be forwarded to him by the chairman.

Mr. Richard Garth, Q.C., the newly-appointed Chief Justice of Bengal, was entertained at dinner at the Albion Tavern, on Saturday evening, by the members of the Home Circuit. The chair was taken by Mr. Serjeant Parry.

The Duke of Richmond gave notice on Thursday evening in the House of Lords that, on Friday, March 12, he should call the attention of the House to the laws relating to agricultural holdings, and present a Bill on the subject.

On Mr. Justice Archibald taking his seat on Saturday, at the Reading Assizes, he addressed the bar, saying that he had that morning received from Mr. Justice Quain a letter, addressed to him upon the supposition that he would have tried the case of a young woman who was charged with stealing a watch the property of a clergyman, and urging him to sum up to the jury in a particular way. Anything more improper or unpleasant could scarcely be conceived. It was a great contempt of court, and he regretted to say that the practice of sending private letters to judges was much on the increase. The letter was not the production of an ignorant or illiterate person, and if the writer could be discovered he certainly would be dealt with severely. Mr. J. O. Griffits suggested that the letter should be handed to the counsel engaged on both sides, as that might tend to finding out the author. This was done.

At a revision court, held at Oldham on Thursday, for the purpose of going over objections to voters for guardians, an extraordinary scene occurred. The Conservative agent, Mr. Richard Cooper, had sent out objection notices to no fewer than 700 persons. Mr. Clegg, the clerk to the guardians, who revised the list, asked Mr. Cooper to give him a case which would decide the greatest part of the objections; but this Mr. Cooper refused to do, saying that the other side must take the old list. In the meantime the crowd outside the room began to make a disturbance, and those in the room rose and stood on tables and chairs. Mr. Clegg threatened to break up the court if better order was not maintained. Many people approached Mr. Cooper, and threatened him with violence. Seeing the disorder increasing, Mr. Clegg said that the court would be adjourned until the following morning at the Town Hall. Two or three blows were aimed at Mr. Cooper, and at Mr. Cox, the other Conservative agent, and in their retreat from the scene they left their documents behind on the table. These were seized and tossed amongst the crowd, who tore some of them up. The papers which were saved from this treatment were burned amidst shouts of satisfaction. Whilst his documents were being destroyed Mr. Cooper was knocked about rather roughly, and it was only by the intervention of Mr. J. Riley, J.P., and some other gentlemen that he was saved from serious personal violence.

A "County Coroner," writing to the *Times*, suggests that the view of the body "is an unpleasant, inconvenient, useless, and often obstructive ceremony. The form remains and an imaginary value is attached to it, though the meaning which gave it importance ceases to exist. When the coroner and jurors actually examined the whole of the body, so that any hurt might be found, and the length, breadth, and deepness of the wounds made out by them, there was a necessity for the view; but now that this is all done by proxy, if done at all, there no longer exists the primary cause and value. The view now taken is a hurried glance at the face of some one supposed to be dead, sometimes through a glass plate in the coffin, occasionally through the window of the house, when the coroner suspects infectious disease, and then the body is identified, the actual fact of death is attested, and the kind and extent of injuries are explained to the jury by sworn witnesses. I ask what reason of any value is there that the sworn evidence should not include the meagre information which the view askance or shirked now supplies or fails to give? Let the body be examined externally in every case in which an inquest is held and internally when considered necessary, and the evidence of the examiner given at the inquest, and a great improvement would be effected upon the present unseemly manner of taking the view, which amounts to neither one thing nor the other—neither taking the view nor letting it alone."

Courts.

*THE RAILWAY COMMISSION.**

Jan. 21, 22, 25, 27, 30; Feb. 1.—*The Midland Railway Company* v. *The Great Western Railway Company.*

Reference to Commissioners under 36 & 37 Vict. c. 48, s. 8—Competitive rates—Agreement.

The Midland and Great Western Railway Companies entered into an agreement to carry passenger traffic between competitive stations at equal fares, the amount of such fares to be determined in case of difference by arbitration. On a reference to the Railway Commissioners, under 36 & 37 Vict. c. 48, to fix the equal first-class rate between the competitive stations mentioned below, the Midland demanding a rate of 1½d. per mile, and the Great Western refusing to reduce the rate of 2d. per mile theretofore maintained under the agreement,

Held, that the rates should be—

Between London and Birmingham 1½d. per mile of the Midland mileage (which was longer than that of the North-Western, upon which the existing rate had been calculated) *plus* Government duty—

Between Bristol and Bath, and Gloucester and Cheltenham, between which stations the Great Western route was much the shorter, 2d. per mile of the Great Western mileage—

Between Gloucester and Cheltenham, the Great Western possessing a station at Cheltenham a mile nearer the town than the Midland, and thus in a great measure controlling the traffic to Gloucester, and the mileage of both companies being the same, 1½d. per mile—

Between Birmingnam and Bristol, and Birmingham and Gloucester, the difference of the routes of the two companies being such as to prevent the Great Western from competing with the Midland for first-class passenger traffic, 1½d. per mile of the Midland mileage—

Between Birmingham and Worcester, the traffic being mainly Midland traffic, and the rest of the traffic on the Birmingham and Bristol line being carried at the lower rate, 1½d. per mile of the Midland mileage.

This was a reference to the Railway Commissioners by the Midland Railway Company under section 8 of the Regulation of Railways Act, 1873 (36 & 37 Vict. c. 48).

The Midland and Great Western Railway Companies were bound by an agreement entered into in 1863 (which was scheduled to the "Great Western Railway (West Midland Amalgamation) Act, 1863"), by the 4th article of which it was provided that the companies should agree to equal rates, fares, and charges in every respect between competitive stations, such as Birmingham (Midland and Great Western) and London (Midland and Great Western), and by the 29th article, that all fares, rates, and charges payable under that agreement, in case of dispute, and all questions of difference arising out of that agreement, not otherwise provided for, should be determined by arbitration in manner provided by "The Railway Companies' Arbitration Act, 1859," and that the arbitrators or arbitrator should have the power of determining the amount of damage which any of the companies might have sustained from any breach of that agreement.

The Midland Company, in the 6th paragraph of their application, stated that they had determined to revise and reframe their scale of passenger rates, fares, and charges, as from the 1st of January, 1875, and, among other things, to discontinue booking second-class passengers and to reduce the first-class fares, and to make certain alterations in the rates of charge for return tickets to and from the stations of the Midland Railway, including competitive stations within the meaning of the said agreement. They proposed that the first-class fare to competitive stations should be at the rate of 1½d. per mile, and that the reduction of fares for return tickets should be discontinued, and in the 8th paragraph of their application they submitted that the rate of 1½d. per mile for first-class passengers was a fair and proper rate to form the basis of equal rates, fares, and charges for first-class passengers under the 4th clause of the said agreement. The Great Western Company in their answer declared that the statement contained in the 8th paragraph of the application was incapable of proof, and that they were prepared to prove that the proposed large reduction of existing first-class passenger fares, in respect of the traffic governed by the agreement of 1863, would be attended with such serious

* Reported by RALPH NEVILLE, Esq., Barrister-at-Law.

and unnecessary pecuniary loss that it ought not to be sanctioned by the Railway Commissioners.

Field, Q.C., and *R. E. Webster*, for the applicants.

Sir Henry James, Q.C., *Thesiger, Q.C.*, and *Saunders*, for the defendants.

Evidence was adduced by both sides in support of their conflicting opinions, not only as to the probable effect of the proposed abolition of second-class carriages and reduction of first-class fares on the passenger traffic receipts, but also as to the effect of carrying third-class passengers by all trains, a system which had been introduced by the Midland in 1872, and had been followed in principle by most of the great railway companies north of the Thames.

The COURT took time to consider, and on the 10th of February delivered their judgment, which, after adverting to the nature and origin of the matters in dispute between the companies and commenting on the evidence, proceeded as follows:—We have, of course, carefully considered everything that was said on the one side and the other in support of the conflicting views of the parties to this arbitration; but it is not necessary for our purpose that we should decide in favour either of high fares or low fares, because we are not considering whether the policy of the Midland ought to be adopted universally by all companies, but by what adjustment the two principles can best be made to work together in those districts which are served both by the Great Western and by the Midland. The object of the agreement was to prevent undue competition between them for that particular traffic, and there is nothing repugnant to it in a reduction which is made without any special reference to competitive traffic and is adopted by the Midland upon considerations which extend over the whole of their lines; and this being so, whether they have proved their case or not, they have shown a reasonable ground, in the mode in which they have treated their fares whenever they could act independently, for going before arbitrators or before this Commission and asking that they might be allowed to treat their competitive fares on the same principles. The Midland Company now limit their application to really competitive stations, and these are, in addition to London and Birmingham, Bristol and Bath, Gloucester and Cheltenham, Birmingham and Bristol, Birmingham and Gloucester, Birmingham and Worcester, and a few intermediate stations of minor importance.

We will first consider what the equal first-class fares between London and Birmingham should be. The competing companies for that traffic are the London and North-Western, the Great Western, and the Midland. The distance by the London and North-Western is only 113 miles as against the Great Western and Midland mileages of 129 and 131 miles; the first-class receipts of the Great Western in 1874 amounted to only £2,172 and of the Midland to not more than £360. The three companies have long had the same fares, the single fare first-class being 20s., or at the rate of 2d. per mile of the shortest route with the Government passenger duty added. The agreement as to equal rates is confined to competitive stations, and the Midland have lowered their rates to non-competitive stations which are close to competitive stations. Thus the fare from London to Birmingham remains at 20s., but a passenger may book from London to Saltley, not two miles from the Birmingham station, or from Birmingham to Kentish-town, close to St. Pancras, at the new rate of 16s. 9d. The agreement, so far as it neutralizes the benefits of competition, is of a kind to be construed strictly, and it contains no provision that the non-competitive fares shall be a mileage proportion only of the competitive fares. We gather from the evidence that part of the arrangement made between the London and North-Western and the Midland is that where the Midland distance is the longer it shall be adopted in calculating the fare at 1½d. per mile subject to half the old return fare not being exceeded, and upon the whole we are of opinion that the equal rate for the first class between London and Birmingham should be the amount at 1½d. per mile by the Midland mileage besides the duty, and that, except with the concurrence of the Great Western, such amount should not be limited by the half of the old first-class return fare.

We come next to the Bristol and Bath, and Gloucester and Cheltenham traffic. We decided in the course of the hearing that the Bath and Bristol traffic is within the 4th article of the agreement. These stations are situated on the main line of the Great Western, which is also a shorter and more direct route than the branch line of the Midland, and the difference between the Midland's long mileage at 1½d., and the Great Western's short mileage at 2d., is so small that we think the first-class fare may continue to be based upon the rate of 2d. per mile and the Great Western mileage.

As regards Gloucester and Cheltenham, the railway between them is from six to seven miles long, and is used both by the Great Western and by the Midland. It also forms a part of the Birmingham and Bristol line of the Midland. The Great Western, however, possess a station at Cheltenham, a mile nearer to the town than the Midland station, and thus in a great measure they control the traffic to Gloucester. The relative positions of the stations—one being in the centre and the other in the outskirts of the town—seems to us so to modify the competition between them that we think the equal fare may be at the lower rate of 1½d. a mile with advantage to the public and without injury to the Great Western.

Birmingham and Bristol, and Birmingham and Gloucester, are so alike in the sense in which they are competitive stations that they may be treated together. It is 93 miles from Birmingham to Bristol by the Midland, and 141 miles by the Great Western. The Midland have a direct line, the Great Western a continuous but circuitous route, formed out of more than one of their lines. The difference of distance is such that the Great Western are unable to compete with the Midland for the first-class passenger traffic, and we think that where a company, from the circumstances of the case, cannot carry at a profit, it should not be the company to fix the common rate required by the agreement, as it cannot benefit itself, and cannot be the best judge of what will be beneficial to its neighbour. A fare from one place to another is calculated on the mileage of the shortest route, and no fare that would be reasonable for a distance of 93 miles could at the same time be remunerative for one of 141 miles. Hence what has happened is what one might have expected to happen. Each company till now has made its own rates without consulting the other, and the agreement for equality of rates has been considered as not applying. The first-class fare from Birmingham to Bristol by the Midland has been 16s. 6d., and to Gloucester 10s. 1d., and the corresponding fares by the Great Western, 19s. 8d. and 16s. 9d. The Midland now proposes to reduce its own fares, so that the rates on its Birmingham and Bristol line may be uniform with the rates it has adopted for its lines in general, and we do not see why a disparity of rates, or the rates ruling lower on the Midland, should interfere more with the interests of the Great Western in the future than in the past. It is true that traffic between Birmingham and South Wales may go by way of Gloucester, and as the route by Gloucester is scarcely longer than that by Worcester, the one route competes with the other for the through traffic. We cannot, however, on that account treat Birmingham and Gloucester as competitive stations in regard to such traffic, and we do not feel justified in withholding from the Midland permission to carry first-class passengers at 1½d. per mile between Birmingham and Gloucester, and Birmingham and Bristol.

Birmingham and Worcester form the remaining pair of competitive stations for consideration. A question was raised on behalf of the Midland whether Worcester is a competitive station, having reference to a construction which the term "competitive stations" in this 4th article has received; but, as we observed at the hearing, it is expressly mentioned in the agreement as being a competitive station. There was a suggestion also on the part of the Great Western that, under a construction which the 12th article of the agreement has received, the Midland cannot run over the nine or ten miles of Great Western Railway, and part of the route from Birmingham to Worcester, except at agreed through rates; but the Midland, it was admitted, contest the point, and the Act of 1845, which gives them the use of that portion of line, and parts also of the agreement, seem to us, without deciding a point not presented to us for decision, to bear them out. The distance from Worcester to Birmingham by the Midland route is twenty-seven and a half miles, and by the Great Western thirty-three and a half miles, and the route by the Midland being the shorter by six miles, and being also part of the main authorized route of that company from Bristol to Birmingham, the traffic is necessarily Midland rather than Great Western traffic. The rest of the traffic on the Birmingham and Bristol line would be carried at the rate of 1½d. per mile,

and there would be a manifest inconvenience in requiring the Midland to adopt a different and higher rate between Birmingham and Worcester than that prevailing between Birmingham and all other stations in that district. The ground for the imposition of a higher rate—that Worcester is a competitive station—fails to satisfy us in its favour, for the existence of competitive routes should tend rather to depress than to advance prices. The experience of both companies unites in showing that, for short distances, low fares do have the effect of developing traffic, and, anticipating that this will prove to be the case as regards the traffic between Birmingham and Worcester, and that the traffic also beyond Worcester will benefit in proportion, we think the first-class fare may properly be fixed at an amount calculated at the rate of 1½d. per mile. There will be no order on the subject of costs.

*BANKRUPTCY.**

(Before Mr. Registrar PEPYS, sitting as Chief Judge.)

Jan. 22, Feb. 5.—*Re Ward.*

At a first meeting of creditors under a petition for liquidation, resolutions were passed to accept a composition offered by the debtor, and payable by instalments, and for the appointment of a trustee for the receipt and payment of the composition; and it was agreed that the debtor's furniture should be held by the trustee as security for payment of the instalments.

The debtor having made default in payment of the instalments of the composition, and a sum of money having been received by the trustee in respect of the furniture,

Held, that the fund might be paid into court, and distributed according to the terms of the composition.

Held, also, that the solicitor who filed the petition for liquidation was entitled to his costs, properly incurred, out of the fund.

This was an application on behalf of creditors of a debtor who had filed a petition for liquidation that a sum of £200 in the hands of Mr. Ransford the trustee should be applied in payment of dividend.

At the first meeting of creditors under the petition the debtor proposed to pay a composition of 8s. in the pound by four instalments, and the creditors accepted the proposal, and appointed Mr. Ransford as trustee for the receipt and payment of the amount of the composition. It was also agreed that the debtor's furniture should be held by Ransford as security for the payment of the composition, and the debtor undertook to execute an assignment of the furniture to him.

Nothing was paid by the debtor in respect of the composition, and, it having come to the knowledge of the trustee that he had surreptitiously removed the furniture from a house in which it had been allowed to remain, proceedings were instituted against him in one of the London police courts. The friends of the debtor then came forward, and a sum of £200 (being the estimated value of the furniture) was paid by them to the trustee, and the criminal proceedings were thereupon abandoned. An assignment of the furniture to the trustee had been prepared, but the debtor declined to execute it.

F. Knight, in support of the application.

Bagley, for the trustee, referred to *Ex parte Birmingham Gas Company, Re Adams* (19 W. R. 123; L. R. 11 Eq. 204).

PEPYS, Registrar, thought that inasmuch as the debtor had agreed that the furniture should remain as a security for the payment of the instalments of the composition, and default had been made in payment, the creditors were entitled to say now that the proceeds of the furniture should be applied, so far as they would extend, in payment of the instalments. An order would be made for payment of the money into court, subject to a deduction of the amount of costs to be taxed; the money to be distributed according to the terms of the composition.

Bagley applied that the "costs" should include the costs of the debtor's solicitor in reference to the presentation of the petition. He cited *Ex parte Jeffery, Re Hawes* (22 W. R. 287, L. R. 9 Ch. 144).

PEPYS, Registrar.—I think the costs should be given. The observations of Mellish, L.J., in *Ex parte Jeffery* apply. There is no suggestion of any improper motive on the part of the solicitor, and I think he is entitled to have his costs before the distribution of the fund; I mean, of course costs properly incurred.

Solicitors for the applicant, *Shepheard & Son.*

Solicitor for the trustee, *H. C. Barker.*

* Reported by J. C. BROUGH, Esq., Barrister-at-Law.

Parliament and Legislation.

HOUSE OF LORDS.

Feb. 25.—CHURCH PATRONAGE.

The Bishop of PETERBOROUGH, in moving the second reading of this Bill, said it simply embodied the recommendations of the select committee of their lordships' House on this subject. The Bill proposed to give additional power to the bishop, in respect to the exercise of patronage and securing fitness in the person presented. In the event of his decision not being acquiesced in, the Bill would empower the judge appointed under the Public Worship Act of last session to pronounce judgment upon the controverted points; but where the bishop objected to the presentee as being unfit on account of age the Bill allowed no appeal. There was a clause giving permission to the parishioners to object to the appointment of an unfit presentee, and the Bill required the patron to make a declaration that he had not been guilty of any simoniacal transactions. Sales of advowsons and next presentations were also required to be duly registered.—The Duke of RICHMOND suggested that the Bill should be referred to a select committee.—This course was assented to by the Bishop of Peterborough, and the Bill was accordingly read a second time and referred to a select committee.

Feb. 26.—PATENT LAW.

On the motion for the second reading of the Patents for Inventions Bill, Earl GRANVILLE expressed his conviction that Patent Laws are a mistake, and that their entire abolition would be for the benefit, not only of the public at large but of the inventors themselves. He argued at some length in support of this view, but admitted that the public mind was not ripe for the total abolition of the Patent Laws, and that it would not be right for the Government to run counter to that opinion. He suggested that the Bill should be sent to a committee, in order that both those who opposed the Patent Laws and those who were in their favour should endeavour to make it as perfect as possible. He was in favour of the preliminary examination of patents proposed; but there was some ambiguity in the provision relating to frivolous inventions, and he had doubt as to the propriety of enlarging the Patent Commission by the addition of five unpaid commissioners. It would be difficult to make certain that the referees by whom the examiners were to be assisted were unprejudiced in their views and not interested in trades or manufactures to which patents coming before them were proposed to be applied.—Lord BELPER argued in favour of patents, and hoped the present measure would meet with the approbation of their lordships.—Lord HATHERLEY mentioned some of the difficulties of the law, and said it sometimes happened that two men invented the same thing almost at the same time, and in such cases the man who was really the later inventor of the two might chance to be the better acquainted with the mode of obtaining a patent, and might thus be able to shut out the other from the benefit of his invention. Another evil of the present system was that patents were sometimes taken out or bought up with the simple object of preventing the use of the inventions. Persons said, "It will pay us to buy up this invention and so keep others from using it, merely that we may be able ourselves to go on in the old jog-trot way." The multiplicity of very small inventions, all of them patented, was the cause of a great deal of inconvenience to the public, and the risks a manufacturer had to run in using a new machine were very serious. As an instance of the injustice that might be done to an inventor under our present system of Patent Laws he referred to the case of an invention by which mills might be worked so as to avoid the inconvenience occasioned by the floating dust—an invention, of course, of great advantage to the health of the factory hands. The mill-owners formed themselves into two unions, one in London and the other in Manchester, for the purpose of resisting the rights of the patentee, and all by one consent infringed the patent. The

patentee was compelled to file fifty bills against different members of those associations. He became bankrupt, and died without having realized a single penny from his invention. He also referred to the cases relating to Betts's patent capsules.—The Duke of SOMERSET strongly objected to the proposal in the Bill for placing such great power in the hands of referees and examiners. He was most anxious that this subject should be referred to a select committee.—Lord SELBORNE feared that the obstructive operation of the Patent Law in respect of art, trade, and commerce would not be sensibly lessened by the improved machinery or investigation proposed by the present Bill. One other point was worthy of mature consideration, namely, the nature of the bargain which the public made, and the price which the public had to pay by reason of the Patent Laws. If an invention were useful, it frequently happened that during the fourteen years, and sometimes in the latter part of that period, the patentee invented some further improvement, and for the improved invention took out a patent for a fresh period of fourteen years, and in that way he might go on securing patent after patent for virtually the one invention for any length of time. The price, in fact, which the public paid for valuable inventions was indefinitely increased by the obstructive operation of worthless patents.—Lord CARDWELL was very well satisfied with the Bill, but he feared that the system of examination provided under it would not in practice be found to work satisfactorily. He approved the suggestion that the Bill should be referred to a select committee.—The LORD CHANCELLOR said he had never been a strong advocate for patents, but he thought it desirable that the public should discriminate between the principles of patent law and the inconveniences and anomalies which exist in the working of it. What we have to do in the present day is to improve the system which exists. As to the addition to the unpaid commissioners at the head of the Patent Department there had been a very general demand in the country that there should be associated with the present Patent Commissioners, who are all legal officials, some persons who are connected with the trade, manufactures and arts of the country. The examiners who will examine the patents in detail will bear the principal burden of the working of this Bill. It is proposed to place a panel of examiners upon each particular patent, composed of those who are not connected with the particular trade and not associated in any way with the patentee. There is to be an unlimited panel of experts, who are to be on the *rota*, and those who are selected will make a declaration that they have no interest in the particular patent. The experts and the examiners are not to decide whether the patent is to be granted. They are to make a report under their hand, and on their responsibility they are to give answers to specific questions, and their report is to go forth to the public. Here their functions end and their report will then go before the law officers. It had been asked why these reports should go before the law officers at all, seeing that hitherto they had given no attention to the merits of patents; but that is exactly the reason why they are now to approve the report before the patent is issued. Hitherto they have acted without having before them the materials on which to act, but he was now going to supply them with the materials they require for forming a judgment. If any patentee thinks that he is aggrieved by the refusal of a patent, he may appeal to the judge of the Superior Court. The idea of referring this Bill to a select committee, which is to hear witnesses, was one that could not be entertained.—The Bill was read a second time.

March 1.—APPELLATE JURISDICTION.

Lord REDESDALE (for the Duke of BUCCLEUGH) gave notice that in committee on the Supreme Court of Judicature Act Amendment Bill he would move the following resolution:—"So much of section 20 of the Supreme Court of Judicature Act, 1873, as provides that no error or appeal shall be brought from any judgment or order of the High Court of Justice or the Court of Appeal to the House of Lords is hereby repealed, and there shall be such appeal to the House of Lords as is hereinafter provided."—Lord PENZANCE gave notice that in case of the foregoing amendment being agreed to, he would move that the House resume in order that he might propose the following resolution:—"That the House shall henceforth adopt its ancient usage in appointing such lords as it considers most able to discharge its judicial functions triers of the causes referred to it for adjudication. That legislative sanction be adopted for the hearing of causes by such triers during the prorogation of Parliament; that provision be made whereby the House may obtain such assistance from the judges of the Supreme Court of Judicature as may maintain its present and secure its permanent efficiency as a court of ultimate appeal for the United Kingdom."

March 2.—LAND TRANSFER.

On the order for going into committee on this Bill, the LORD CHANCELLOR said he understood from his noble and learned friend (Lord Selborne) that it would be more convenient to him to raise the question of compulsory registration on the report. He had no objection to that course, and as the amendments which he himself intended to propose in committee were not such as to require explanation, he would move them without further observation.—The Marquis of LANSDOWNE said that the Bill now before their lordships fell short of the two previous Bills in two respects, viz., in not providing for a compulsory registration, and in containing a clause under which land placed on the register might be withdrawn at a subsequent time. The noble and learned lord on the woolsack, in explaining his reasons for withdrawing the clause for compulsion, said that any compulsion provided by a measure of this kind must be at best only an imperfect one; but, as his noble and learned friend behind him (Lord Selborne) had pointed out, it would be a compulsion co-extensive with the necessity of the case, *i.e.*, a compulsion applicable to all property coming into the market. If a property did not come into the market, it mattered very little whether it went on the register. The noble and learned lord on the woolsack had said that the expenses of registration would press severely on the parties in the case of small transactions of sale and purchase. He did not think that such a result must follow. He believed that registration might be made less expensive than the noble and learned lord proposed.—The LORD CHANCELLOR said that the Bill which he introduced into the House of Commons sixteen years ago, was a Bill not for compulsory but for voluntary registration. The more he considered this subject the more convinced did he feel that in its voluntary character a measure of this kind would have the greatest chance of success. In making a provision for compulsion in the Bill of last year, he did so rather out of deference to the course which was pursued in the previous year by his noble and learned friend (Lord Selborne) in the Bill introduced by him. When introducing the Bill now before their lordships he explained at some length why he did not make the Bill compulsory, and he was quite prepared again to state his reasons for that course when the distinct issue was raised; but, as he had understood from his noble and learned friend that it would be more convenient for him to raise that issue on the report, he had refrained on the order for going into committee from discussing the point in the manner suggested by the noble marquis. With regard to the provision in this Bill for allowing lands once put on the register to be removed from it, he did not attach much importance to it; and, therefore, if their lordships should be in favour of striking out that provision, he should make no objection.—The Earl of KIMBERLEY thought that in consequence of the provision in the Bill which would enable persons to register a possessory title, the difficulties arising from a compulsory provision would not be at all so great as the noble and learned lord seemed to apprehend. As a landowner and one who knew the sentiments of landowners, he greatly regretted that the noble and learned lord had abandoned the compulsory provision; and, without assuming the character of a prophet, he ventured to predict that a few years would show that the Bill would not effect the object the noble and learned lord had in view.—Lord SELBORNE said that he would give due notice of the amendments which he intended to propose on the report.—The House then went into committee on the Bill, and certain verbal and other amendments were made in some of the clauses.—The LORD CHANCELLOR consented to the omission of clause 21 relating to the removal of land from the register.—The Bill passed through committee, and was ordered to be reported. The report was ordered to be taken on Monday week.

EUROPEAN ARBITRATION ACTS AMENDMENT.

The LORD CHANCELLOR, in introducing a Bill on this subject, remarked that the amount of business still to be done was both large and irksome, and among those qualified under the original Act no one could be found

to carry on the work. It had, therefore, become necessary to enlarge the area under which the choice of an arbitrator could be made, and the matter was very important, inasmuch as although the past arbitrators had from time to time pronounced opinions on the cases which had come before them, all that had to be done in the shape of making an award still remained to be done. Inasmuch as some difference of opinion on certain points had been expressed by those who had acted as arbitrators in this matter, it was thought desirable that, in the event of the arbitrator differing from the decisions already given, there should be a single appeal allowed in certain cases to the Court of Appeal in Chancery, in order that a conflict of decisions might be prevented.

March 4.—JUDICATURE ACT AMENDMENT.

On the motion for going into committee on this Bill, the Duke of BUCCLEUCH said he thought it better to postpone till the report the amendment of which he had given notice for the repeal of that portion of the Act which would abolish the appellate jurisdiction of their lordships' House.—Lord PENZANCE said that if the noble duke's amendment was carried on the report he should move his amendment in exactly the same form as it now stood on the notice paper.—Lord REDESDALE begged it might be understood that this postponement meant nothing in the way of an abandonment of the opposition to the transfer of the appellate jurisdiction on the part of either the noble duke or himself. On the contrary, there was a great change in public opinion, and the delay was allowed in order that the change might be more strongly developed in favour of retaining that jurisdiction.—Their lordships then went into committee, and the Bill passed through committee, some verbal amendments being made.

HOUSE OF COMMONS.

Feb. 25.—FRIENDLY SOCIETIES BILL.

After some debate, this Bill was read a second time.

EPPING FOREST.

This Bill was read a second time.

REGISTRY OF DEEDS OFFICE (IRELAND).

This Bill passed through committee.

BUILDING SOCIETIES ACT (1874) AMENDMENT.

Sir H. SELWIN-IBBETSON, in moving the second reading of this Bill, said the Act passed last year was intended to be permissive only, but it was rendered compulsory by an amendment introduced during its passage through the House of Lords. The object of the present Bill was to remedy that error and restore the Bill to its original form. —The Bill was read a second time.

BILLS READ A FIRST TIME.

Sir H. SELWIN-IBBETSON introduced a Bill for increasing the salaries of the metropolitan police magistrates.

Mr. CROSS brought in a Bill to amend the law with respect to manufacturing, keeping, selling, carrying, and importing gunpowder, nitro-glycerine, and other explosive substances.

Feb. 26.—TURNPIKE TRUSTS.

Sir GEORGE JENKINSON moved "That it is expedient that legislation should take place without further delay dealing in a comprehensive manner with the future maintenance of roads."—After some debate Mr. SCLATER-BOOTH said that, having regard to the many important subjects for legislation which had been determined upon for this year, the Government did not think it expedient at present to proceed with the matter of highway legislation.

SUPERANNUATION ACT (1859) AMENDMENT BILL.

This Bill passed through Committee.

March 1.—PEACE PRESERVATION (IRELAND).

Sir M. HICKS-BEACH, in introducing this Bill, explained that it proposed to retain the Protection of Life and Property Act for a period of two years, to renew the Unlawful Oaths Act, and to continue the Peace Preservation Act for the period of five years.—After some debate the Bill was read a first time.

POLICE MAGISTRATES (SALARIES).

This Bill was read a second time.

COMMON LAW PROCEDURE ACT (1852) AMENDMENT.

This Bill was read a third time and passed.

BILLS READ A FIRST TIME.

Mr. GIBSON brought in a Bill to amend "The Matrimonial Causes and Marriage Law (Ireland) Amendment Act, 1870."

Mr. W. H. SMITH brought in a Bill to ascertain and commute commonable rights in her Majesty's Forest of Dean, and for other purposes relating thereto, and to mines and quarries in the hundred of St. Briavels, in the county of Gloucester.

March 2.—THE CENTRAL MIDDLESEX CORONER.

In answer to several questions, Mr. CROSS detailed the circumstances attending the recent inquest on Sir Charles Lyell, and stated that the facts made known in the public press with regard to the inquiry were substantially true. If he were sitting as chairman of quarter sessions, considering whether this inquest, held in the discretion of the coroner, ought so to have been held and ought to be allowed in the accounts of the coroner, he should strike it out of the list with the explanation that, in his opinion, it was a great outrage on decency and common sense. The power to dismiss a coroner rested with the Lord Chancellor. He had written to the coroner for an explanation of his reasons for holding this inquest, and having, in reply, received from the coroner a letter, in which, practically, he stated no reason which in any way justified the course he took, he had stated the matter to the Lord Chancellor. If such acts of indiscretion were at all common among coroners, it would be quite necessary to clip their wings.

EDUCATION OF AGRICULTURAL CHILDREN.

Mr. FAWCETT moved "That, in the opinion of this House, it is undesirable that a less amount of school attendance should be secured to children employed in agriculture than to children employed in other branches of industry."

Mr. PELL moved, as an amendment, "That, in the opinion of this House, it is undesirable to withhold from children employed in agriculture the advantages secured to children employed in other branches of industry by the services of her Majesty's inspectors of factories."

After a long debate, on a division, the motion was rejected by 229 to 149, and the amendment was also lost by 226 to 150.

March 3.—POLICE MAGISTRATES' SALARIES.

This Bill went through committee.

BILLS READ A FIRST TIME.

Sir E. WILMOT brought in a Bill to prevent imprisonment for debt on mesne process under the system of foreign attachment.

Sir JAMES HOGG brought in a Bill to amend the Metropolis Gas Act, 1860, to make further provisions for regulating the supply of gas within the limits of the said Act, and for other purposes.

March 4.—REGIMENTAL EXCHANGES.

On the order of the day for going into committee on the Regimental Exchanges Bill, Mr. GOSCHEN moved "That this House is of opinion that regimental exchanges may be properly allowed under official control; but that any legislation permitting a public officer to pay a sum of money by way of profit or bonus to another officer in respect of a bargain for the exchange of their offices would be injurious to the public service."—On a division the motion was rejected by 282 to 186, and a motion for adjournment was subsequently agreed to.

ADULTERATION OF FOOD AND DRUGS.

The House went into committee *pro formâ* upon this Bill.

POLICE MAGISTRATES' SALARIES.

This Bill was read a third time.

PARLIAMENTARY DRAFTING.

On the motion of the ATTORNEY-GENERAL, a select committee was appointed "to consider whether any and what means can be adopted to improve the manner and language of current legislation, and to report their opinion thereon to the House."

Court Papers.

COURT OF CHANCERY.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Lord Chancellor.	Master of the Rolls.	Lords Justices.
Monday, Mar. 8	Mr. Merivale	Mr. Disraeli	Mr. Holdship
Tuesday..... 9	Milne	King	Teesdale
Wednesday .. 10	Merivale	Disraeli	Holdship
Thursday 11	Milne	King	Teesdale
Friday 12	Merivale	Disraeli	Holdship
Saturday 13	Milne	King	Teesdale
	V. C. Malins.	V. C. Bacon.	V. C. Hall.
Monday, Mar. 8	Mr. Ward	Mr. Latham	Mr. Farrer
Tuesday..... 9	Pemberton	Leach	Rogers
Wednesday .. 10	Ward	Latham	Farrer
Thursday 11	Pemberton	Leach	Rogers
Friday 12	Ward	Latham	Farrer
Saturday 13	Pemberton	Leach	Rogers

CERTIFICATES OF SALE AND TRANSFER.

Mond., Mar. 8	Mr. Milne	Thurs. Mar. 11	Mr. Holdship
Tuesday .. 9	Disraeli	Friday 12	Pemberton
Wednesday 10	Rogers	Saturday ..13	Latham

COUNTY COURTS.

I, the Right Honourable Hugh McCalmont Baron Cairns, Lord High Chancellor of Great Britain, do, under the powers vested in me by the county court rules, hereby order that the offices of the county courts may be closed on the 29th and 30th days of March, 1875.

Given under my hand this 22nd day of February, 1875.

CAIRNS, C.

Law Students' Journal.

INCORPORATED LAW SOCIETY.

FINAL EXAMINATION.

Hilary Term, 1875.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended the following gentlemen, under the age of twenty-six, as being entitled to honorary distinction:—

Charles Paice, who served his clerkship to Messrs. Pownall, Son, Cross, & Knott of London.

Walter Maddoc Simpson, who served his clerkship to Messrs. Tyrer, Smith, & Kenion of Liverpool.

Richard Percival Walton, who served his clerkship to Messrs. Charnley, Son, & Finch of Preston, and Messrs. Gregory, Rowcliffe, Rowcliffe, and Rawle of London.

Hugh Greenfield Doggett, who served his clerkship to Messrs. Osborne, Ward, Vassall, & Co. of Bristol, and Messrs. Torr & Co. of London.

Reginald Benson, B.A., who served his clerkship to Messrs. H. & B. J. Ford of Exeter, and Mr. J. Elliott Fox of London.

Radclyffe Walters, B.A., who served his clerkship to Messrs. Walters, Young, and Deverell of London.

Humphrey Milner Wightwick, who served his clerkship to Messrs. R. & A. P. Peter of Launceston, Cornwall, and Messrs. Cowdell, Grundy, & Browne of London.

James Fraser Buckley, who served his clerkship to Mr. Thomas Henry Pearse of Banbury, and Messrs. Ingle, Cooper, & Holmes of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Paice, the prize of the Honourable Society of Clifford's-inn.

To Mr. Simpson, the prize of the Honourable Society of Clement's-inn.

To Mr. Walton, Mr. Doggett, Mr. Benson, Mr. Walters, Mr. Wightwick, and Mr. Buckley, prizes of the Incorporated Law Society.

The examiners have also certified that the following candidates, under the age of twenty-six, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—

William James Curtis, who served his clerkship to Mr. Charles James Hunter of Leicester, and Mr. C. J. Mander of London.

George Watson Neish, B.A., who served his clerkship to Messrs. Nicholson, Nicol, & Son of London.

James McConnell Owen, who served his clerkship to Mr. Frederic Michael Heywood of Derby, Mr. John Moody of Derby, and Mr. John Allen Redhead of London.

Claude Hurst Peter, who served his clerkship to Messrs. R. & A. P. Peter of Launceston, Cornwall, and Messrs. Cowdell, Grundy, & Browne of London.

Arthur Henry Renshaw, who served his clerkship to Messrs. Renshaw & Rolph of London.

The Council have accordingly awarded them certificates of merit.

The examiners have further announced to the following candidates whose names are placed in alphabetical order, that their answers to the questions at the examination were highly satisfactory, and would have entitled them to certificates of merit if they had not been above the age of twenty-six:—

Francis Kearsey.
Edward Lyon Shelton.
Edward Warwick Williams.
Thomas Wright.

The number of candidates examined in this Term was 201; of these, 172 passed, and 29 were postponed.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Mar. 5, 1875.

3 per Cent. Consols, 93¼	Annuities, April, '85, 9½
Ditto for Account, April 93⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 91⅞ x d	Ex Bills, £1000, 2½ per Ct. 1 pm.
New 3 per Cent., 91⅞ x d	Ditto, £500, Do 1 pm.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 1 pm.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5 per Ct. (last half-year), 257
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80, 108½	Ditto, 5½ per Cnt., May, '79 101¼
Ditto for Account, —	Ditto Debentures, 4 per Cent, April, '64
Ditto 4 per Cent., Oct. '88, 103 xd	Do. Do., 5 per Cent., Aug. '73
Ditto, ditto, Certificates —	Do. Bonds, 4 per Cent. £1000
Ditto Enfaced Ppr., 4 per Cent. 94	Ditto, ditto, under £1000
Ind. Enf. Pr., 5 p C., Jan. '72	

RAILWAY STOCK.

	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter	100	114
Stock	Caledonian	100	102½
Stock	Glasgow and South-Western	100	96
Stock	Great Eastern Ordinary Stock	100	43¾
Stock	Great Northern	100	136½ x d
Stock	Do., A Stock*	100	152 x d
Stock	Great Southern and Western of Ireland	100	109
Stock	Great Western—Original	100	111¼
Stock	Lancashire and Yorkshire	100	139 x d
Stock	London, Brighton, and South Coast	100	98½
Stock	London, Chatham, and Dover	100	23¼
Stock	London and North-Western	100	145½ x d
Stock	London and South Western	100	113½
Stock	Manchester, Sheffield, and Lincoln	100	79½
Stock	Metropolitan	100	85½
Stock	Do., District	100	33¾
Stock	Midland	100	138¼ x d
Stock	North British	100	71¼
Stock	North Eastern	100	165
Stock	North London	100	114
Stock	North Staffordshire	100	69
Stock	South Devon	100	55
Stock	South-Eastern	100	116½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

There was no change on Thursday in the Bank rate. The proportion of reserve to liabilities has fallen from 43½ per cent. last week to 39½ per cent. this week. The home railway market has been dull, but on Thursday there was some improvement. There was little business done in the foreign market up to Tuesday, when there was a rise in some stocks owing to foreign buying. Consols closed on Thursday for money 93 to ⅛, and for the account 93⅛ to ¼.

BIRTHS AND DEATHS.

BIRTH.

CABELL—Feb. 27, at West-hill, Highgate, the wife of William Lloyd Cabell, of Lincoln's-inn, barrister-at-law, of a daughter.

DEATHS.

BRIGGS—Feb. 25, at 28, Bouverie-square, Folkestone, Thomas Carter Briggs, of Lincoln's-inn, barrister-at-law, aged 62.

JOY—Feb. 28, at Tunbridge-Wells, Henry Holmes Joy, Q.C., LL.D., late of Mountjoy-square, Dublin, aged 68.

SLATER—Feb. 26, at 8, Russell-square, Maria Gotobed, the wife of Cyrus Slater, of Lincoln's-inn, barrister-at-law.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Feb 26, 1875.

Futvoye, Edward, and Henry Paige, Attorneys and Solicitors, 23, John st, Bedford row, Middlesex. Feb 23

Young, John, deceased, Frederick Maples, John Marmaduke Teesdale, Robert Rogers Nelson, William Maples, and Marmaduke John Teesdale, Attorneys and Solicitors, 6, Frederick's place, Old Jewry, London, 10, Eastbourne terrace, Paddington, Middlesex, and 20, Abingdon st, Westminster, so far as regards the said John Young, by his death on Dec 5. Jan 26

Maples, Frederick, John Marmaduke Teesdale, Robert Rogers Nelson, William Maples, and Marmaduke John Teesdale, Attorneys and Solicitors, 6, Frederick's place, Old Jewry, London, 10, Eastbourne terrace, Paddington, Middlesex, and 24, Abingdon st, Westminster. Jan 1

TUESDAY, March 2, 1875.

Bramble, James Roger, and Gilbert Ireland Montagu Blackburn, Attorneys and Solicitors, 2, Bristol chambers, Nicholas st, Bristol, and Yatton, Somerset. Feb 25

Southgate, Tuffnell, and Charles Dillon Watson, Attorneys and Solicitors, 7, King's Bench walk, Temple, London. Feb 27

Winding up of Joint Stock Companies.

FRIDAY, Feb. 26, 1875.

LIMITED IN CHANCERY.

General Building Material Company, Limited.—Petition for winding up, presented Feb 20, directed to be heard at 6, Stone buildings, Lincoln's inn, on Tuesday, March 9. Frodsham and Nicholson, Liverpool, solicitors for the petitioners.

London Cotton Mills, Limited.—By an order made by V.C. Hall, dated Feb 19, it was ordered that the above company be wound up. Learoyd and Co, Chancery lane, solicitors for the petitioners.

Quebrada Land, Railway, and Mining Company, Limited.—Creditors are required, on or before April 1, to send their names and addresses, and the particulars of their debts or claims, to Gilbert Robins, William Salmon, and Alexander Strange, 22, Great Winchester st. Friday, April 16, at 11, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, March 2, 1875.

UNLIMITED IN CHANCERY.

Risca Coal and Iron Company.—The M.R. has appointed William Turquand, Tokenhouse yard, to be official liquidator.

LIMITED IN CHANCERY.

Aldershot Brick and Tile Works Company, Limited.—Petition for winding up, presented Feb 26, directed to be heard before the M.R. on March 13. Fox, Chancery lane, agent for Witt and Kemp-Welch, Poole, solicitors for the petitioner.

Cheap Fuel Supply Association, Limited.—By an order made by V.C. Bacon, dated Feb 20, it was ordered that the above association be wound up. Tidy and Co, Sackville st, Piccadilly, solicitors for the petitioners.

Coal Economising Gas Company, Limited.—Petition for winding up, presented Feb 27, directed to be heard before V.C. Hall on March 12. Wilkins and Blyth, St Swithin's lane, solicitors for the petitioner.

Corredoor and Pagoda Coffee Company, Limited.—Creditors (other than such as may be resident in India) are required, on or before March 18, to send their names and addresses, and the particulars of their debts or claims, to Charles Fitch Kemp, 8, Walbrook, and the creditors resident in India, May 27. Monday, April 12, at 12, is appointed for hearing and adjudicating on the debts and claims of creditors of the above company other than those resident in India, and Friday, June 18, at 12, for the creditors resident in India.

Humphrys and Pearson, Limited.—Petition for winding up, presented March 1, directed to be heard before V.C. Malins on March 12. Oldman, Serjeants' inn, Chancery lane, agent for Carlill, Hull, solicitor for the petitioners.

Indian Coffee Estate Company, Limited.—Creditors (other than such as may be resident in India) are required, on or before March 18, to send their names and addresses, and the particulars of their debts or claims, to Charles Fitch Kemp, 8, Walbrook, and the creditors resident in India, May 27. Monday, April 12, at 12, is appointed for hearing and adjudicating on the debts and claims of creditors of the above company other than those resident in India, and Friday, June 18, at 12, for the creditors resident in India.

Markery Coffee Company, Limited.—Creditors (other than such as may be resident in India), are required, on or before March 18, to send their names and addresses, and the particulars of their debts or claims, to Charles Fitch Kemp, 8, Walbrook, and the creditors resident in India, May 27. Monday, April 12, at 12, is appointed for hearing and adjudicating on the debts and claims of creditors of the above company other than those resident in India, and Friday, June 18, at 12, for the creditors resident in India.

London and Southwark Warehousing Company, Limited.—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Charles Chatteris, 1, Gresham buildings, Basinghall st. Wednesday, April 7, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Season Ticket Bank, Limited.—The M.R. has fixed March 10, at 12, at his chambers, for the appointment of an official liquidator.

Shrewsbury Colliery Company, Limited.—By an order made by V.C. Malins, dated Feb 19, it was ordered that the voluntary winding up of the above company be continued. Snell, George st, Mansion house, solicitor for the petitioner.

Friendly Societies Dissolved.

TUESDAY, March 2, 1875.

United Tradesman's and Agricultural Benefit Society, Royal Oak Inn, Oakley, Thame, Oxford. Feb 13

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Feb. 26, 1875.

Bugden, John, Broadstairs, Kent, Licensed Victualler. March 31. Bugden v Cramp, V.C. Malins. Edwards, Ramsgate

Dircks, Henry, Charing cross. March 24. Royal Society of London v Robinson, V.C. Bacon. Wilkins, King's Arms yard

Higley, William Sander, Stamford hill, Stoke Newington, Gent. March 24. Higley v Higley, M.R. Smith, Throgmorton st

King, Stephen Burdett, Ipswich, Suffolk, Butcher. March 24. Upson v King, M.R. Alley-Jones, Chancery lane

Lisle, William, Hartlepool, Durham, Gent. March 26. Farrow v Smith, M.R. Bolsover, Stockton-on-Tees

Morrison, Frederick, Lower Richmond rd, Putney, Dairyman. March 31. Matthews v Morrison, V.C. Hall. Robinson and Hilder, Jermyn st, St James's

Peile, Anthony, Workington, Cumberland, Oilman. March 26. Rose v Peile, M.R. Thompson, Workington

Verity, Charles, Fartown, York, Cabinet Maker. March 12. Verity v Verity, V.C. Bacon. Carr, Leeds

TUESDAY, March 2, 1875.

Ainge, Richard, Milverton, Warwick, Furniture Remover. March 30. Timms v Ainge, M.R. Sanderson, Warwick

Beverley, Joshua, Boston, Lincoln, Gent. March 27. Partridge v Beverley, V.C. Malins. Jarmain, Lincoln's inn fields

Cockbaine, Joseph, Penrith, Cumberland, Wine Merchant. March 31. Cockbaine v Cockbaine, V.C. Hall. Shepherd, Penrith

Gurney, William, Southgate, Middlesex, Smith. April 5. Uridge v Gurney, V.C. Hall. Wells, Paternoster row

Higley, William Sander, Stamford hill, Stoke Newington, Gent. March 24. Higley v Higley, M.R. Smith, Throgmorton st

Jordan, George Clifford, Torquay, Devon, Dramatic Artist. May 10. Jordan v Salmon, M.R. Pearpoint, Leicester square

Preston, Edward Harboard Lushington, Great Yarmouth, Norfolk, Gent. April 2. Preston v Preston, M.R. Preston, Great Yarmouth

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 26, 1875.

Adshead, John, Manchester, Gent. March 29. Addleshaw and Warburton, Manchester

Aram, Reuben, Huddersfield, Yorkshire, Fruiturer. April 24. Drake, Huddersfield

Ashby, Sarah, Sneyd park, Gloucester. April 1. Brittan and Sons, Bristol

Barthropp, Nathaniel George, Hacheston, Suffolk, Esq. June 30. Wood, Woodbridge

Barwell, John, St. Thomas terrace, Maze Pond, Southwark, Gent. April 8. Tucker and Co, King st, Cheapside

Besley, Jane, Osnaburgh st, Regent's park. April 1. Hicks and Arnold, Salisbury st, Strand

Brunton, Charles, Barnard's inn, Holborn, Esq. April 24. Hunton, Richmond

Burls, Jane, Hill st, Upper Clapton. March 26. Thomson and Edwards' Lothbury

Coates, Emily Ann, Torquay, Devonshire. March 24. Millman, Southampton buildings, Chancery lane

Cooper, William, Beeston, Sandy, Bedfordshire, Gardener. March 29. Chapman, Biggleswade

Cox, Charlotte, Bloomsbury st. March 20. Pritchard and Sons, Knightrider st, Doctors' commons

Finch, John, Broadstairs, Kent, Gent. April 15. Burn, Gresham st

Fountain, George Hugh, Cambridge, Clothier. March 25. Ellison and Burrows, Cambridge

Gooden, John, Salford, Lancashire, Provision Dealer. April 4. Addleshaw and Warburton, Manchester

Grant, Grant Thomlinson, Gilsland, Cumberland, Gent. April 1. Burton and Co, Lincoln's inn fields

Greig, George Alexander, Clement's lane. April 14. Tredgold, Founders' Hall, St Swithin's lane

Guy, Mary, Lymington, Southampton. March 6. Moore and Jackman, Lymington

Hawker, Helen Susan, Keyhaven, Southampton. March 6. Moore and Jackman, Lymington

Hopkins, Thomas, Leeds, Gent. April 20. Rider, Leeds

Hughes, David, Hampstead rd, Dairyman. March 24. Millman, Southampton buildings, Chancery lane

Hulbert, Francis Jane, Eccleston st, Chester square. April 20. Capron and Co, Savile place

Jones, George, Newchurch, Monmouth. April 9. Norton, Monmouth

Merriman, Charles William, King st, West Smithfield, Meat Salesman. April 1. Hicks and Arnold, Salisbury st, Strand

Mitchell, John, Old Bond st. April 30. Thomas, Regent st
Nicolson, Charles Patrick, Osborne terrace, Forest hill, Esq. July 1. Dowse, New inn
Odell, William, Camberwell New rd, Fishmonger. March 22. Kempster, Lower Kennington lane
Pugh, Mary, Broomfield, Brecon. April 1. Page, Hay
Rigby, John, Liverpool, Plumber. April 6. Tyrer and Co, Liverpool
Rigby, Mary, Liverpool. April 6. Tyrer and Co, Liverpool
Theobald, Peter, Harris Croft Farm, Wilts, Farmer. April 17. Mullings and Co, Wootton Bassett
Tonge, Julia, Withington, Lancashire. May 23. Whitaker, Lancaster place, Strand
Towsey, George William, Lymington, Southampton, Captain R.N. March 6. Moore and Jackman, Lymington
Warburton, Henry, Bowden, Cheshire, Corn Merchant. April 18. Addleshaw and Warburton, Manchester

Bankrupts.

FRIDAY, Feb. 26, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Creevie, James Edwards, Seymour place, Bryanstone square, General Furnisher. Pet Feb 25. Pepys. March 9 at 11
Dando, William Albert, Strand. Pet Jan 28. Pepys. March 16 at 11
Druce, George F , Queen's buildings, Queen Victoria st, Gent. Pet Dec 4, 1874. Roche. March 11 at 11.30
Statham, Charles, Nunhead green, Brickmaker. Pet Feb 25. Hazlitt. March 16 at 12

To Surrender in the Country.

Bennett, William, Liverpool, Flour Dealer. Pet Feb 22. Watson. Liverpool, March 11 at 2
Braitling, Mary Ann, Hove, Sussex, Lodging House Keeper. Pet Feb 19 Eversbed. Brighton, March 9 at 11
Chantrell, Mary Elizabeth, Rottingdean, Sussex. Pet Feb 19. Eversbed. Brighton, March 24 at 11
Hallett, Samuel, Brighton, Sussex, Farmer. Pet Feb 19. Eversbed. Brighton, March 20 at 11
Macpherson, Macduff Munro, Brighton, Sussex, Private Tutor. Pet Feb 23. Eversbed. Brighton, March 17 at 11
Stebbing, George Hutley, Eastthorpe, Essex, Farmer. Pet Feb 19. Barnes. Colchester, March 10 at 12
Waymouth, Thomas Staines, Torquay, Devon, Builder. Pet Feb 23. Daw. Exeter, March 9 at 12

TUESDAY, March 2, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

England, Philip Newberry, Polygon, Somers town, Accountant. Pet Dec 8. Brougham. March 15 at 11
Pocock, John Neat, Midland Hotel, St Pancras, Gent. Pet Feb 26. Roche. March 18 at 12
Urbani, Peter, Golden square, Tailor. Pet Feb 26. Roche. March 18 at 11.30

To Surrender in the Country.

Capes, Thomas, and Henry Hand, Derby, Bakers. Pet Feb 25. Weller. Derby, March 18 at 12
Carruthers, Hugh, Liverpool, Grocer. Pet Feb 26. Watson. Liverpool, March 16 at 2
Howard, Henry, Roath, Glamorgan, Greengrocer. Pet Feb 25. Langley. Cardiff, March 1 at 11
Morris, William, Birmingham, Surgeon. Pet Feb 26. Chauntler. Birmingham, March 22 at 2

BANKRUPTCIES ANNULLED.

TUESDAY, March 2, 1875.

Scott, Michael David Sibbald, Cornwall gardens, Queen's gate, Kensington, Gent. Feb 19
Valnay, Ernest, and Alexis Pitron, Oxford st, Theatrical Proprietors. March 1

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Feb. 26, 1875.

Abrahams, Samuel, Middlesex st, Whitechapel, Fruiterer. March 5 at 10 at offices of Goatly, Westminster bridge rd
Austin, Richard, Newcastle-upon-Tyne, Leather Dresser. March 10 at 3 at offices of Roberts, Northumberland court, Newcastle-upon-Tyne. Dove, Newcastle-upon-Tyne
Barkby, Thomas Uriah, Leeds, Grocer. March 10 at 3 at offices of Pullan, Bank chambers, Park row, Leeds
Birch, Walter George, Plaistow, Essex, Sub Contractor. March 17 at 2 at offices of Sherwood, King William st, Strand
Blundell, Stephen, Hants, Undertaker. March 9 at 3 at offices of Shutte, Portland st, Southampton
Booth, Samuel, Kingston-upon-Hull, Grocer. March 10 at 2 at the George Hotel, Whitefriar gate, Hull. Jordeson, Hull
Bradshaw, James, and George Bradshaw, Hyde, Cheshire, Hat Manufacturers. March 9 at 3 at the Merchants' Hotel, Oldham st, Manchester. Smith
Brigden, Charles William, Brighton, Sussex, Grocer. March 12 at 3 at offices of Nye, North st, Brighton
Bright, Maurice de Lara, Sheffield, York, Iron Merchant. March 10 at at 11 at offices of Webster, Hartshead, Sheffield
Broadfield, William Perry, Worcester, Timber Dealer. March 8 at 11 at offices of Corbett, Avenue House, The Cross, Worcester
Burrell, John Henry, Barn green, Hants, Gent. March 15 at 3 at offices of Cousins and Burbidge, St Thomas' st, Portsmouth
Caley, Emily, Ealing, Middlesex. March 15 at 12 at the Inns of Court Hotel, Holborn. Crafter, Blackfriars rd
Campling, Thomas, Norwich, Plumber. March 10 at 11 at offices of Chittock Bank st, Norwich
Cates, Jeremiah, Cambridge, Brewer. March 11 at 3 at offices of French, St Andrew's hill, Cambridge
Coates, Walter, Walsall, Stafford, Butcher. March 12 at 3 at offices of Glover, Park st, Walsall
Cockroft, Dan, Sam Cockroft, William Cockroft, and Joseph Chambers, Ovenden, Halifax, York, Worsted Spinners. March 10 at 3 at the White Lion Hotel, Halifax. Jubb, Halifax
Coldbeck, James, Kirkby Malzeard, York, Innkeeper. March 10 at 11 at offices of Calvert, Masham, near Bedale
Compere, Thomas, Twickenham, Middlesex, out of business. March 15 at 3 at offices of Izard and Betts, Eastcheap. Aird, Eastcheap
Connett, Elias, Syke hill, Westmorland, Farmer. March 10 at 11.30 at Rigg's Hotel, Windermere. Fisher and Gatey, Ambleside
Cornish, Frederick Floyer Reginald, Exeter, Gent. March 9 at 12 at the George Inn, North Tawton. Searle, Crediton
Culverwell, James, St Albans, Hertford, Licensed Victualler. March 12 at 4 at the George Hotel, St Albans. Annesley, St Albans
Daglish, William Marshall, and William Rider, Leeds, Cloth Manufacturers. March 12 at 2 at Wharton's Hotel, Park lane, Leeds. Rider
Dashwood, Alfred, and Horace Dashwood, Savage gardens, Tower hill, Tea Dealers. March 8 at 11 at offices of Walker, Abchurch lane
Davis, George Abraham, Berkeley, Gloucester, Butcher. March 9 at 12 at the Berkeley Arms Hotel, Berkeley. Jackson, Stroud
Dawson, Alfred Wedge, Walsall, Stafford, out of business. March 15 at 2 at offices of Dale, Waterloo st, Birmingham
De Busschc, Edward Munster, Ryde, Isle of Wight, Steamship Owner. March 10 at 12 at offices of Smart and Co, Cheapside. Lowless and Co, Martin's lane, Cannon st
Down, Joseph, Red Lion st, Holborn, Writer on Glass. March 6 at 12 at Rider's Hotel, High Holborn
Elkins, John, Bath, Somerset, Tailor. March 8 at 11 at offices of Simmons and Clark, Manvers st, Bath
Elkington, Francis William, Aston-juxta-Birmingham, Wine Merchants' Engineer. March 10 at 11 at offices of Rowlands and Bagnall, Colmore row, Birmingham
Ellis, David, and George William Manchester, Leeds, Millwrights. March 8 at 11 at offices of Hardcastle and Barnfather, East parade, Leeds. Gardiner, Bradford
Evans, Evan, Newbridge, Monmouth, Grocer. March 8 at 1 at offices of Lloyd, Bank chambers, Newport
Faulkner, Edward, Paternoster row, Publisher. March 13 at 12 at offices of Smedley, Fleet st
Feetam, Seymour, Kingston-upon-Hull, Grocer. March 10 at 12 at offices of Spurr, Scale lane, Kingston-upon-Hull
Fenwick, Thomas Wright, Stamford, Lincoln, Manager. March 11 at 2 at offices of Wright and Co, London st, Fenchurch st. Gaches, Peterborough
Forfar, William Bentinck, Manamead, Devon, Attorney-at-Law. March 9 at 12 at offices of Tucker, Frankfort st, Plymouth
Graham, Edward, Bradford, York, Grocer. March 9 at 11 at offices of Terry and Robinson, Martin st, Bradford
Griffiths, Henry John, Harrogate, York, Auctioneer. March 12 at 3.30 at the Elephant and Castle Hotel, Knaresborough. Bateson, Harrogate
Grummant, Joseph, Sutton, Surrey, Carpenter. March 11 at 2 at offices of Haynes, Grecian chambers, Devereux court, Temple
Gumbrell, Frederick, Millbrook, Hants, Merchant's Clerk. March 12 at 3 at offices of Shutte, Portland st, Southampton
Garner, Thomas, South Shields, Durham, Tailor. March 15 at 2 at offices of Mather and Co, Mosley st, Newcastle-on-Tyne
Hale, Frederick, Bristol, Brass Founder. March 12 at 2 at offices of Barnard and Co, Albion chambers, Small st, Bristol. Fussell and Co, Liverpool
Hanson, Edward, Leeds, Lamp Manufacturer. March 19 at 3 at the Queen's Hotel, Leeds. Green, Queen st, London
Haslam, William, Greetland, Halifax, York, India Rubber Dealer. March 10 at 11 at offices of Walshaw, Crown st chambers, Halifax
Herring, Richard, and Compton Fosbroke Brown, Finsbury place south, Stationers. March 18 at 2 at offices of Layton and Co, Budge row, Cannon st
Hodges, James Clifford, Marlborough rd, St John's wood, Merchant. March 9 at 2 at 35, Walbrook. Merriman, Sherborne lane
Holmes, James, Upper Grange rd, Bermondsey, Builder. March 13 at 12 at offices of Moss, Gracechurch st
Horswill, William, Exmouth, Devon, Cordwainer. March 6 at 4 at the Museum Hotel, Queen st, Exeter
Illingworth, Henry William, Idle, York, Woollen Cloth Manufacturer. March 13 at 10 at offices of Wood and Killick, Commercial Bank buildings, Bradford
Johnson, Robert, Wheston, Derby, Licensed Victualler. March 10 at 3 at the Cross Daggers Inn, Tideswell. Bent, Buxton
King, Hyam Israel, Birmingham, Clothier. March 8 at 10.15 at offices of East, Colmore row, Birmingham
Leverton, Henry Fergus, Nottingham, Professor of Music. March 23 at 12 at the Assembly Rooms, Low pavement, Nottingham. Everall
Lewin, William, Grosvenor st, Bond st, Jeweller. March 11 at 2 at the Inns of Court Hotel, High Holborn. Richards, Warwick st, Regent st
Matson, Frederick, Deal, Kent, Miller. March 11 at 11 at offices of Mercer and Co, Queen st, Deal
Mayer, Louis Philip, Wood st, Cheapside, Merchant. March 16 at 2 at offices of Holland, Knight Rider st, Doctors' commons
McGregor, Peter, and James McGregor, Manchester, Iron Founders. March 12 at 3 at the Clarence Hotel, Spring gardens, Manchester. Cooper and Sons, Manchester
Oldham, John, Tyldesley, Lancashire, Builder. March 12 at 3 at offices of Dawson and Scowcroft, Exchange st east, Bolton
Pacey, Thomas William, Stained, Saw Manufacturer. March 12 at 11 at the Albert Hall, Barker Pool, Sheffield. Frotson and Son
Parker, William Posford, Northampton, Carpenter. March 9 at 3 at offices of Becke, Market square, Northampton
Pickworth, George, Winchester rd, Adelaide rd, South Hampstead, Cement Merchant. March 9 at 12 at offices of Cooke, Essex st, Strand
Pocock, William, Boxford, Berks, Grocer. March 5 at 11 at the White Hart Hotel, Newbury. Cave, Newbury

Quicke, Pitman Richard, Buckingham Palace rd, Chemist. March 18 at 3 at offices of Lawrance and Co, Old Jewry chambers
Radcknight, William, Liverpool, Tailor. March 10 at 3 at offices of Barrell and Rodway, Lord st, Liverpool
Roberts, Edwin Thomas, Bridgewater, Somerset, Sailmaker. March 11 at 3 at offices of Chapman, King square, Bridgewater
Seward, James, Romford, Essex, Licensed Victualler. March 17 at 2 at offices of Layton and Co, Budge row, Cannon st
Short, George, Golborne rd, Westbourne park, Butcher's Foreman. March 5 at 11 at offices of Ablett, Cambridge terrace, Hyde park
Skewes, Samuel Dawe, Devonport, Devon, Grocer. March 13 at 12 at offices of Bridgeman and Johnstone, Princess sq, Plymouth
Suddaby, Matthew, Bewick, York, Farmer. March 13 at 11 at offices of Watson and Son, Parliament st, Kingston-upon-Hull
Thompson, John, Birmingham, Manufacturers' Clerk. March 8 at 1.15 at offices of East, Colmore row, Birmingham
Trigg, Benjamin Thomas, Cinderford, Gloucester, Baker. March 11 at 3 at the Lion Hotel, Cinderford. Jackson, Stroud
Tubbs, Frederick, Alma terrace, Fulham rd, out of business. March 12 at 3 at offices of Nickerson, King William st. Geaussent, New Broad st
Verey, Arthur, Dover, Kent, Engineer. March 12 at 12 at offices of Wilkins, Gracechurch st. Marsden, Queen st, Cheapside
Vestey, Samuel, Liverpool, Provision Merchant. March 15 at 2 at offices of Bellringer, North John st, Liverpool
Wallace, William, York, Umbrella Maker. March 10 at 11 at offices of Grayston, New st, York
Wallace, William Burns, Cardiff, Tailor. March 11 at 3 at offices of Morgan, High st, Cardiff
Warner, Edwin, Bromsgrove, Worcester, Machinist. March 19 at 11 at offices of Housman, Kidderminster rd, Bromsgrove
Whitehead, Thomas, William Whitehead, James Whitehead, John Whitehead, Joseph Whitehead, and Henry Whitehead, Denshaw, York, Woollen Manufacturers. March 11 at 3 at the George Hotel, Huddersfield. Clark, Oldham
Wilson, James, Cheltenham, Gloucester, Gunmaker. March 13 at 10.15 at offices of Jessop, Church st, Cheltenham
Yorke, William, Manchester. March 15 at 2 at offices of Hodgson, Tib lane, Manchester

TUESDAY, March 2, 1875.

Anderson, Charles, Manchester, Commission Agent. March 17 at 3 at offices of Sampson, South King st, Manchester
Ashmeade, William, Gloucester, Beerhouse Keeper. March 22 at 12 at offices of Haines, St John's lane, Gloucester
Bain, Robert, Bristol, Wholesale Ironmonger. March 16 at 12 at offices of Benson and Thomas, Broad st, Bristol
Bartlett, Daniel, Bath, Wine Merchant. March 15 at 11 at offices of Daubeney and Wilson, Belmont, Bath
Bentham, Thomas, Sedberg, York, Watchmaker. March 13 at 1 at the Flying Horse Shoe Hotel, Clapham, York. Terry and Robinson, Bradford
Berrington, George, Normanton-on-Soar, Nottingham. March 17 at 11 at offices of Goode, Devonshire square, Loughborough
Bradshaw, James, Sheffield, Builder. March 15 at 2 at offices of Taylor, Norfolk row, Sheffield
Briggs, Andrew, Newcastle-under-Lyme, Stafford, Travelling Draper. March 12 at 1 at offices of Litchfield, Bagnall st, Newcastle-under-Lyme
Buck, Thomas, Jarrow, Durham, Grocer. March 15 at 2 at offices of Sewell, Grey st, Newcastle-upon-Tyne
Button, William Frederick, Great Ryburgh, Norfolk, Railway Collector. March 16 at 11 at offices of Cates, Swan st, Fakenham
Coker, Sidney, Aylesbury, Buckingham, Wharfinger. March 20 at 12 at offices of Fell, Aylesbury
Comer, Thomas, Liverpool, Merchant. March 16 at 2 at offices of Harmood and Co, North John st, Liverpool. Hull and Co, Liverpool
Cornish, Frederick Floyer Regina'd, Exeter, Gent. March 9 at 12 at the Half Moon Hotel, Exeter, in lieu of the place originally named
Craig, William Ayre, Newcastle-upon-Tyne, Draper. March 12 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne
Crawley, William, Bendish, Hertford, Publican. March 16 at 12 at the Cock inn, St Alban's. Morris, Staple inn, Holborn
Davies, David, Penlanwen, Cardigan, Tea Dealer. March 9 at 12 at the King's Head, Lampeter. Jones, Aberystwith
Davis, James, North Piddle, Worcester, Innkeeper. March 10 at 11 at offices of Tree, Sansome st, Worcester
Doleman, William, Leicester, Carpenter. March 18 at 3 at offices of Shires, Market st, Leicester
Earl, John, Sunderland, Durham, Brass Founder. March 16 at 3 at offices of Bell, Lambton st, Sunderland
Edmunds, Mary Ann, Thornton st, Dockhead, Draper. March 22 at 12 at 145, Cheapside. Wild and Co, Ironmonger lane, Cheapside
Fosbrooke, John Edward, Hartington, Derby, Grocer. March 22 at 1 at the Green Man Hotel, Ashbourne
Fowler, George, and William Shearsmith, Kingston-upon-Hull, Steamship Owners. March 15 at 11 at offices of Hearfield, Old Exchange, Lowgate, Kingston-upon-Hull
Garnett, John, Kendal, Westmorland, Gent. March 12 at 11 at the Board Room, Market place, Kendal. Thomson and Wilson, Kendal
Goldstraw, Paul, Goldenhill, Stafford, Broker. March 15 at 11 at offices of Sherratt, Kidsgrove
Grafton, James Joseph, Hackney rd, Linen Draper. March 16 at 11 at offices of Farrar and Farrar, Wardrobe place, Doctors' commons
Green, George Ferrer, Kidderminster, Worcester, Timber Dealer. March 15 at 3 at the Lion Hotel, Kidderminster. Crowther, Kidderminster
Gregory, Joseph, Pontefract, York, Tailor. March 15 at 2 at offices of Carter, Pontefract
Grimsdale, William Henry, and Richard Weller, Uxbridge, Middlesex, Brewers. March 16 at 1 at the Charing cross Hotel. Cave, Newbury
Haigh, Charles, and John Speak, Halifax, York, Woolstaplers. March 12 at 3 at offices of Rhodes, Horton st, Halifax
Harrison, Richard, Pocklington, York, Warehouseman. March 16 at 3 at offices of Peters, New st, York. Julian, Hull
Hilling, George, Saxmundham, Suffolk, Tailor. March 19 at 1 at the Bell Hotel, Saxmundham. Moseley, Great Yarmouth
Hopkins, Robert, Liverpool, Brush Manufacturer. March 16 at 2 at 14, Cook st, Liverpool. Martin, Liverpool
Hunt, Ann, Rochester, Kent, Milliner. March 16 at 12 at offices of Hayward, High st, Rochester
Hunt, Henry, Newcastle-upon-Tyne. March 12 at 3 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne
Husband, William Edward, Richmond, York, Tinner. March 15 at 12 at offices of Hunton, Richmond
Jacobs, William Morris, Fulham rd, Brompton, Assisting Theatrical Manager. March 24 at 2 at offices of Clark and Scoles, King st, Cheapside
James, Henry, Cwmbach, Glamorgan, Innkeeper. March 11 at 12 at offices of Beddoe, Canon st, Aberdare
Jenkins, Henrietta, Edgbaston, nr Birmingham, Milliner. March 15 at 3 at offices of Fitter, Bennett's hill, Birmingham
Jones, Elizabeth, Cae-Iago, Llandderfel, Merioneth, Farmer. March 15 at 12 at the Bryntirion Inn, Llandderfel. James, Corwen
Knight, James, Union st, Southwark, Oilman. March 15 at 2 at offices of Badham, Salter's Hall court, Cannon st
La Feuillade, Sarah Elizabeth, Lewisham, Kent, Music Seller. March 15 at 3 at offices of Scard and Son, South st, Greenwich
Lang, James, and Edward Lang, Cockspur st, Pall Mall, Gun Manufacturers. March 15 at 2 at 9, Little Trinity lane. Pritchard and Co
Lawson, Christian Walter, Warwick st, Pimlico, Grocer. March 17 at 2 at offices of Henderson, Basinghall st. Stopher, Coleman st
Lewis, David, Broadway, Stratford, Grocer. March 18 at 11 at the Guildhall Tavern, Gresham st. Morris, Finsbury circus
Lewis, John, Bradford, Fish Dealer. March 16 at 3 at offices of Gilyard, Market st, Bradford. Brooke
Long, James John, Crane court, Fleet st, Newspaper Proprietor. March 11 at 2 at the Guildhall Tavern. Chatterton
Major, William, Aylestone park, Leicester, Farmer. March 15 at 12 at offices of Fowler and Co, Grey Friars chambers, Friar lane, Leicester
Marsh, Henry Dyke, Aylesbury, Buckingham, out of business. March 18 at 10.30 at the Red Lion Hotel, High Wycombe. Gammon, Barge yard
McGregor, Peter, and James McGregor, Manchester, Machine Makers. March 12 at 4 at the Clarence Hotel, Spring gardens, Manchester. Cooper and Sons
Morgan, Edmund, Swansea, Glamorgan, Tailor. March 11 at 11 at offices of Barnard and Co, Temple st, Swansea. Beer, Swansea
Mudd, Thomas John Edgar, Ipswich, Suffolk, Butcher. March 20 at 3 at offices of Pearse, Princes st, Ipswich. Hill, Ipswich
Nightingale, William Bryant, Swansea, Glamorgan, Merchant. March 11 at 1 at offices of Glascodine, Fisher st, Swansea
Orbell, Horatio, Vorley rd, Junction rd, Upper Holloway, Manager. March 16 at 3 at offices of Lewis, Hatton garden. Holborn
Outred, Benjamin William, Gravesend, Kent, Solicitor. March 15 at 2 at offices of Pullen, Windmill st, Gravesend
Oxford, James, Burton-on-Trent, Stafford, Grocer. March 11 at 11 at offices of Wilson, Guild st, Burton-on-Trent
Parsons, Rev Augustus James, Lewes, Sussex. March 18 at 3 at 8, Great James st, Bedford row. Andrew and Wood
Percy, Charles, Reading, Berkshire, Plumber. March 18 at 2 at offices of Howse, Staple inn, Holborn. Morris, Staple inn, Holborn
Peters, George, High st, Homerton, Hair Manufacturer. March 11 at 2 at offices of Ager, Barnard's inn, Holborn. Roberts, Thanet place, Strand
Pratt, William Henry, Chatham, Kent, Draper. March 16 at 2 at offices of Hayward, High st, Rochester
Richards, Walter, West Coker, Somerset, Miller. March 13 at 12 at offices of Watts, Yeovil
Richardson, Thomas, Jarrow, Durham, Tobacconist. March 12 at 12 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne
Rodgers, James, Denby, Derby, Farmer. March 16 at 11 at offices of Moody, Corn market, Derby
Scroxton, Joseph Henry, City rd, Oilman. March 22 at 2 at offices of Brighten, Bishopsgate st without
Skelly, William, Maraden, Durham, Innkeeper. March 18 at 12 at offices of Fairclough, West Sunniside, Sunderland
Taylor, Robert, Thetford, Norfolk, Harness Maker. March 13 at 12 at offices of Reed, White Hart st, Thetford
Taylor, Thomas, Wakefield, York, Dutch Yeast Importer. March 13 at 3 at offices of Burton and Moulding, King st, Wakefield
Thomas, John, Abergavenny, Monmouth, Grocer. March 22 at 3 at offices of Jones, Frogmore st, Abergavenny
Treharne, Gwillin, Aberavon, Glamorgan, Innkeeper. March 20 at 1 at offices of Simmons and Plews, Church st, Merthyr Tydfil
Upson, George, Dunlace rd, Clapton, and John Ridsdale, Park st, Southampton st, Camberwell, Bricklayers. March 12 at 3 at offices of Wetherfield, Gresham buildings, Guildhall
Van Praagh, Joseph Frank, Brighton, Sussex, Club Proprietor. March 17 at 3 at 145, Cheapside. Brandreth, Brighton
Walker, John, Birkenhead, Cheshire, Grocer. March 15 at 2 at offices of Thompson and Simm, Hamilton st, Birkenhead. Downham, Birkenhead
Watts, James, Mortimer, Berks, Brewer. March 17 at 11 at the Queen's Hotel, Friar st, Reading. Cave, Newbury
Whitaker, William Henry, Bradford, York, Beerhouse Keeper. March 9 at 3 at offices of Mossman and Haley, Bradford
Wilkinson, Menco, Osborne terrace, Clapham rd, Farmer. March 22 at 11 at Hazell's Royal Exeter Hotel, Strand. Hicks and Arnold, Salisbury st, Strand
Woods, James, Skirbeck Quarter, Lincoln, Master Mariner. March 16 at 12 at the Peacock Inn, Boston. Bailes, Boston